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VOL XXXV., No. 7.

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 13, 1890.

CURRENT TOPICS.

IT IS UNDERSTOOD that a meeting of the judges was held on Thursday afternoon, but nothing has transpired as to the business transacted.

WE UNDERSTAND that Mr. JOSEPH ELMER, the senior clerk of the first class in the office of the Masters in Lunacy, has been appointed to perform the duties lately performed by Mr. JOHN STEWART.

THE VACATION NOTICE, which we print in another column, indicates that there will be no sittings in court during the Christmas Vacation. Mr. Baron POLLOCK will act as Vacation Judge until the 30th of December, and Mr. Justice LAWRENCE after that date. Four days are fixed for sittings in judges' chambers.

AN ORDER under the 2nd section of the Companies (Winding-up) Act, 1890, made by the Lord Chancellor on the 29th of November last directs that, from and after the 1st of January, 1891, the jurisdiction of the High Court under that Act shall be exercised by the judges of the Chancery Division to whom chambers are attached.

WE UNDERSTAND that the date of the entertainment which will be held in lieu of the April meeting of the Incorporated Law Society has been fixed for Wednesday, the 29th of April, but we believe that the precise nature of the entertainment has not as yet been decided upon. Mr. E. W. WILLIAMSON, Mr. S. P. B. BUCKNILL, and Mr. A. KEEN, have been appointed honorary secretaries to the committee, with Mr. T. LANE as assistant honorary secretary.

THE INCORPORATED Law Society of Ireland will make strenuous efforts to procure the passing of the Solicitors (Ireland) Bill, for regulating the profession in that country, and we understand that the Council of the Incorporated Law Society of the United Kingdom have promised to help them. The Bill proposes to confer on the Irish Law Society the same powers with regard to investigations as to misconduct as were conferred on the English Law Society by the Solicitors Act, 1888.

A QUESTION recently raised before Mr. Justice ROMER has, it is understood, received a solution having an important interest for solicitors. This learned judge considered, not without

reason, that he had good grounds of complaint by reason of a copy of letters to be read in evidence not being supplied for the use of the judge, and it was stated that such a copy would not be allowed on taxation. This, it now appears, is altogether erroneous, and a reference to the Chancery taxing masters has brought out the fact that the costs of a copy for the use of the court of letters intended to be read in evidence are always allowed.

MR. BARON HUDDLESTON's death has deprived the bench of a clever and efficient judge, expert in the conduct of trials, lucid in statement, and decisive in action. Whether owing to the desire to escape speedily from a court heated to, say, about 90°, or to the learned judge's clear and persuasive utterances, he was singularly successful in leading juries to his view of a case. No one pretended that he was a great lawyer, but he filled a considerable position in the public estimation, and his ability, common sense, and knowledge of men enabled him to fill it very satisfactorily.

THE COMMON SEAL of the Incorporated Law Society has been affixed to a petition in favour of the Solicitors (Magistracy) Bill, the object of which is to enable practising solicitors to act as justices in the county where they practise, while of course precluding them from practising, directly or indirectly by themselves or their partners, before any bench of magistrates on which they may sit as justices. The council draw attention to the fact that although solicitors are at present restricted from acting as justices in counties in which they practise, they are at liberty to act as such in boroughs, which appears to be an anomaly for which no adequate reason exists. The council feel that it would be for the public advantage that men who have had a legal training, and who possess the knowledge and experience which solicitors acquire both before admission and in the course of their practice, should not be restrained from administering justice in magisterial courts in their own counties.

IF WE MAY be permitted respectfully to say so, the appointments made by the present Lord Chancellor to the bench of the High Court, taken as a whole, reflect the highest credit on his sagacity. There was a time when an impression was abroad that a seat on that bench would come to be considered as not worthy of the acceptance of a leader in large practice; that all the highest ability at the bar was to be reserved for the Court of Appeal and the House of Lords, and that the High Court was to be an asylum for political supporters and leaders whose practice had declined. The course taken by Lord HALSBURY has gone far to remove this notion. Not only have most of his appointments to the High Court—perhaps, indeed, we may say *all* his own appointments—been of men of learning, experience, and ability, but they have also been of men in the prime of life, young enough to undergo the education which most judges require to render them thoroughly efficient; and his last appointment shews that political reasons are not allowed to interfere with his selection. Mr. ROBERT SAMUEL WRIGHT, the new judge, has been well known as an opponent of the present Government, but he has also been known as a lawyer of great learning, acuteness, and industry, and for this latter reason he has been selected as the successor of Mr. Baron HUDDLESTON. There may possibly be some little doubt as to the extent of the qualities of courtesy and patience possessed by the new judge; as to his competence in every other respect we believe there is none.

OF THE NEW RULES in bankruptcy which we printed last week (*ante*, p. 89) a large number, and in particular most of those relating to schemes of arrangement and to the discharge of the bankrupt, are simply re-enactments of existing rules. Herein the framers of the rules have followed the policy of the Bankruptcy Act, 1890, which in sections 3 and 8 contains the whole of the statute law on the above subjects, whether this differs or not from that contained in the numerous sub-sections of sections 18 and 28 of the Act of 1883, which have been consequently repealed. So now the old rules 195 to 216 of 1886, relating to compositions,

and 235 to 244, relating to discharge, are repealed, and their places are taken by rules 18 to 38 and 43 to 55 of the new rules. In regard to compositions there is little change, except such as is rendered necessary by the new procedure, under which the debtor's proposal will first be submitted to the official receiver, and subsequently be either accepted or rejected at a single meeting of the creditors. But among the rules regulating the discharge of the bankrupt a few new ones are introduced. Thus, by rule 47, the bankrupt is to give two days' notice in writing to the official receiver specifying the statements in his report which he intends to dispute on the hearing of the application for discharge. By rule 49 (3), where the court grants an order of discharge conditionally upon the bankrupt's consenting to judgment being entered against him, this may be revoked if the consent is not given within one month. Where such consent is given, and the order thus becomes operative, it is already the duty of the discharged bankrupt to keep the official receiver informed as to his after-acquired property and income, but it is now further provided, by rule 54, that statements on these matters made by the bankrupt are to be verified by affidavit, and the official receiver or trustee may require him to attend before the court for examination. Rule 55 is consequent upon the new provision at the end of section 8 (2) (iv.) of the Act of 1890, according to which the terms of an order of discharge may be modified if, at the end of two years, there is no probability of the bankrupt being able to comply with them. The rule requires that fourteen days' notice of an application for any such modification shall be given to the official receiver and all the creditors.

OF THE OTHER alterations introduced by the new rules the most important seem to be the following. By rule 12, where a debtor against whom a petition has been filed dies before service thereof, service may be effected on his personal representatives or upon such other persons as the court may think fit. Rule 14 regulates the procedure under section 2 (2) of the Act of 1890, excusing from public examination debtors who are lunatic or otherwise incapacitated by mental or physical affliction. Rule 16 empowers the court, in cases where the public examination of a debtor is adjourned *sine die*, forthwith, and without any notice to him, to adjudge him bankrupt. So by rule 17, where a debtor is not in England, the court may order service of the receiving order and of other orders within such time and in such manner and form as it shall think fit. A new class of commissioners for oaths is introduced by rule 39, which allows affidavits of proof of debts to be sworn before an assistant official receiver or any clerk of an official receiver duly authorized in writing by the court or the Board of Trade. Important, too, is rule 57, which allows proxies to be signed by any person in the employ of the creditor acting under a general authority to sign; such authority to be in writing and to be produced to the official receiver if required. Rule 63 reproduces with very little alteration rule 273 of 1886 relating to small bankruptcies. The number of sub-sections, indeed, is reduced from twenty-one to fourteen, but this is due to the fact that some of the old provisions, particularly those regulating compositions, have now been applied to all bankruptcies. Rule 64 relates to the new enactment of section 21 (3) of the Act of 1890, which applies to administrations in bankruptcy the provisions as to trustees and committees of inspection. So, too, all the rules with regard to these are now in the same way made applicable. Finally, attention should be called to rule 69, which re-enacts with important alterations rule 320 of 1886, as to the disclaimer of leases. Hitherto it has not been possible to disclaim without the leave of the court in cases where the bankrupt has sub-let or mortgaged the demised premises. In future, however, the trustee may serve the lessor and the sub-lessee or mortgagee with notice of his intention to disclaim, and such disclaimer may then take place without reference to the court if within fourteen days none of these parties require the matter to be brought before the court.

THE CASE OF *Stanley v. Powell*, recently decided by DENMAN, J., is interesting as a direct authority that inevitable accident is a good defence to an action of trespass for personal injuries. Such, of course, has long been settled law in America, the leading cases

being *Brown v. Kendall* (6 Cush. 292), in the Supreme Court of Massachusetts, and *The Nitro-glycerine case* (15 Wall. 524), in the Supreme Court of the United States. Both are stated in Pollock on Torts (pp. 123-5). In the latter case it was said that no one is responsible for injuries resulting from unavoidable accident while engaged in a lawful business, and the measure of the care to be taken against accident, in order to avoid liability, is that which a person of ordinary prudence and caution would use if his own interests were affected, and the whole risk were his own. But in England, while there is little doubt that this principle correctly represents the law, it has been possible to quote authority for the opposite view, that a man who acts voluntarily acts at his own risk, and if damage to another person ensues, he is liable for this, although chargeable neither with intent nor negligence. When, however, the authority comes to be examined, it resolves itself to a considerable extent into arguments advanced by counsel or mere dicta of judges (see Pollock on Torts, p. 127, Holmes on the Common Law, Lecture III.). On the other hand, even in shooting cases, where special care might be supposed to be required, it was long ago held settled that entire absence of blameworthiness on the part of the actor excuses him from liability. Thus in *Weaver v. Ward* (A.D. 1616, Hobart, 134), while it was said, "no man shall be excused for a trespass," the proviso was added, "except it may be judged utterly without his fault." In many of the subsequent cases, which might have been expected to raise the question of the defendant's liability, such as *Leame v. Bray* (3 East, 593) and *Hall v. Fearnley* (3 Q. B. 919), the decision was only concerned with the form of the action, whether it should be case or trespass, or with matters of pleading, though in *Wakeman v. Robinson* (1 Bing. 213) DALLAS, C.J., seems to have practically adopted the principle laid down in *Weaver v. Ward*. In the more recent case of *Holmes v. Mather* (L. R. 10 Ex. 261), where the plaintiff had been knocked down by runaway horses, and the plea of inevitable accident might well have been discussed, the decision rather went upon the ground that the accident was an ordinary risk of the road, the consequences of which the plaintiff, as a member of the public using the road, was bound to put up with. In the recent case before DENMAN, J., the evidence showed that a shot from the defendant's gun, without any negligence on his part, glanced from the bough of a tree and hit the plaintiff. Both plaintiff and defendant were members of a shooting party, the latter for pleasure, the former as a servant, and, in analogy to *Holmes v. Mather*, it might have been said that the plaintiff by his presence took upon himself the risk of being accidentally shot. Mr. Justice DENMAN, however, did not thus shirk the main question, and, following the tendency of the English cases and, though without expressly mentioning them, the settled law of the American cases, he held that the want of negligence on the part of the defendant, or, in other words, inevitable accident, excused him from liability.

A BILL to consolidate and amend the Laws relating to the Public Health was one of the measures announced in the Queen's Speech. Since the passing of the great consolidating Act of 1875 (38 & 39 Vict. c. 55) thirteen amending Acts have been placed on the statute book: being, the Public Health (Water) Act, 1878; the Public Health (Fruit Pickers' Lodgings) Act, 1882; the Epidemic and Other Diseases Prevention Act, 1883; the Public Health Act, 1875 (Support of Sewers) Amendment Act, 1883; the Public Health (Officers) Act, 1884; the Public Health and Local Government Conferences Act, 1885; the Public Health (Members and Officers) Act, 1885; the Public Health (Ships, &c.) Act, 1885; the Public Health (Buildings in Streets) Act, 1888; the adoptive Infectious Diseases (Notification) Act, 1889; the Public Health Act, 1889 (which merely removes doubts as to the power of the Local Government Board to make regulations respecting cholera); the adoptive Infectious Diseases Prevention Act, 1890; and the adoptive Public Health Acts Amendment Act, 1890. None of these, except the three adoptive Acts, are of very great importance, but should the adoptive Acts come to be largely adopted, a consolidation of them with the parent Act will be highly desirable in two or three years' time, and it may, perhaps, be expected that they

will before long be made compulsory. In connection with the subject, it should never be forgotten that the Act of 1875 does not apply to the Metropolis, which is in the main governed by nearly a score of separate Acts of its own, of which the Nuisances Removal Act, 1855, and the Sanitary Act, 1866, are the best known and the most important. A separate consolidation of these Metropolitan Acts and certain portions of the Metropolis Management Acts has been more than once announced as an impending Government measure, and we cannot help thinking that it is much more needed than the more ambitious general Bill announced in the Queen's Speech.

IT IS AN open secret, says a correspondent, that we are once more within measurable distance of a new Act to amend the present statutory law of trade-marks. Sections 103 and 104 of the Act of 1883 stand in need of revision. In a recent case Mr. Justice CHITTY pointedly called the attention of the Attorney-General to the fact that there was at least one article in the International Convention binding on the Crown for the enforcement of which the existing law provided no adequate machinery, and the results of the late conference at Madrid will have to be stereotyped by internal legislation. The following additional proposals will, in all probability, be made. That trade-mark cases should be referred to a single judge, in order that uniformity of practice may be obtained; that applicants should be permitted to pay an "expedition" or urgency fee; that "a simple system should be adopted of depositing labels or other printed matter, which should not give the rights conferred by the registration of a trade-mark, but with respect to which a certificate might be given, similar to that issued at Stationers' Hall, which could be used in support of a claim to copyright"; and that the comptroller's certificate under section 77 of the Act of 1883 that "registration has been refused" should become a certificate that the mark is "incapable of being registered."

THE NEW PROCEDURE IN WINDING UP.

I.

OF the three statutes which compose the companies legislation of the present year, the Companies (Memorandum of Association) Act, the Companies (Winding up) Act, and the Directors' Liability Act (53 & 54 Vict. cc. 62, 63, and 64), the second is the one of widest application, and which makes the greatest changes in the law. Its avowed object is to assimilate the proceedings in the winding up of companies to proceedings in bankruptcy, and how effectually this is done is evident from the fact that all its most important sections, save where from the nature of companies this is impossible, are little more than reproductions of corresponding sections of the Bankruptcy Act, 1883. The same policy is carried out, too, in the rules under the Act which have been recently signed, and which we print elsewhere. These, with the Act, constitute the code of the new procedure, and it is thus now possible to state its details with some precision. The date fixed for the commencement of the Act is the 1st of January next, though by section 31 it is not to apply to companies which are already being wound up under orders made before that date. On the other hand, rule 180 of the new rules provides that, as to proceedings under orders made after the 31st of December, the General Order of 1862, which contains the rules hitherto in force, shall not apply. It will be convenient to take up the various matters dealt with in the order in which they appear in the sections of the Act.

Jurisdiction to wind up, and the conduct of winding-up business (sections 1-3, rules 4-21, 33-41).—The courts having jurisdiction in winding up are to be the High Court, the Palatine courts of Lancaster and Durham, the county courts, and the Stannaries Court. The general rule is that the proceedings are to be in the High Court where the amount of the capital paid up exceeds £10,000, otherwise in the county courts. But in the latter case it is necessary that the registered office of the company—an expression which is defined by section 32 (3) to be the registered office for the greater part of the preceding six months

—should be situate within the jurisdiction of a court having jurisdiction under the Act. By section 92 (2) of the Bankruptcy Act, 1883, the Lord Chancellor has power to exclude any county court from having jurisdiction in bankruptcy, and he is now bound, by section 1 (5) of the present Act, to exclude such courts also from having jurisdiction in winding up. Moreover, he may exclude any other county court, and may attach its district, for the purpose of winding-up proceedings, to the High Court or to some other county court. Where a company with a paid-up capital of over £10,000 is situate within the jurisdiction of a Palatine court, then the proceeding may be either in that court or in the High Court (section 1 (2)). On the other hand, where a company is solely engaged in working mines within the Stannaries, the proceedings are to be in the Stannaries Court, whatever may be the amount of the capital, and wherever the registered office may be situated (section 1 (4)).

In section 1 the jurisdiction is conferred on the "High Court" generally; but by section 2 the decision as to what judge is to exercise the jurisdiction is left with the Lord Chancellor, and it is for him from time to time to assign it either to a judge or judges of the Chancery Division, or to the judge in bankruptcy. Such judge, when appointed, has power, under rule 4 (2), to determine what business shall be taken in court and what in chambers, but, subject to his directions, the present practice, so far as the High Court is concerned, will prevail (rule 4 (1)). In other courts certain business is required by rule 5 to be heard in open court—viz., petitions, public examinations, rectifications of the register, appeals from the official receiver and Board of Trade, and from any decision or act of the liquidator, applications as to the admission or rejection of proofs, and proceedings to make directors or others criminally or civilly liable. A transfer of proceedings from one court to another is authorized by section 3 of the Act in terms very similar to those of section 97 (2) of the Bankruptcy Act, 1883, and, as in bankruptcy under section 97 (3), so now in winding up, where any question arises in the course of the proceedings, the opinion of the High Court may be obtained by stating a special case. This is to be done either at the instance of all the parties, or of one of the parties and the inferior judge. Rules 8 to 15 govern the transfer of proceedings, and, of course, the old enactments as to jurisdiction and transfer—namely, section 81 of the Companies Act, 1862, and sections 41 and 42 of that of 1867—are repealed (see the 2nd schedule to the Act). Moreover, the above provision for obtaining the opinion of the High Court on a special case takes the place of the right of appeal from county courts conferred by section 43 of the last-mentioned Act. Under this head reference may be made to rule 16, reproducing rule 67 in bankruptcy, under which a person may be appointed to take shorthand notes of any examination under the Act. Rule 17 provides for the commitment of contumacious witnesses, and rules 18 to 21 relate to other matters of procedure, such as the service of notices. By rule 7 every proceeding in court or in chambers is to be dated, and to be intitled "In the matter of the Companies Acts, 1862 to 1890," with the name of the court in which it is taken, and of the company to which it relates. Rule 33 requires the petition to be in one of the two forms given in the appendix, and rules 34 to 37 re-enact rules 2 to 5 of the General Order of 1862 as to advertisement and service of the petition. Rules 38 to 41 deal with the form, and with the service and notice, of the winding-up order. Immediately upon its being made it is the duty of the official receiver to give notice to the Board of Trade, who will cause the notice to be gazetted.

Taxation and payment of costs (rules 22—31).—These rules refer to costs payable by or to the official receiver or liquidator, or which are to be paid out of the assets of the company. They are all taken from the corresponding rules in bankruptcy—viz., rules 115—117 and 120—125. In particular, we have here (rule 29) the bankruptcy rule 117, under which the bill of a solicitor, accountant, &c., employed by an official receiver or liquidator cannot be taxed without the production of a certificate signed by the employing officer, shewing the special terms of remuneration, if any, agreed upon, and also, in the case of a solicitor's bill of costs, of a copy of the resolution or other authority sanctioning the employment. It may be noticed that section 12 (4) of the Act only authorizes the employment of a solicitor

by a liquidator with the sanction of the court or of the committee of inspection, and this sanction must be obtained before employment, except in cases of urgency, when it must be obtained with as little delay as possible. This is the same provision as that of section 73 (3) of the Bankruptcy Act, 1883, as amended by section 15 (3) of the Bankruptcy Act, 1890. Rule 30 is an enactment for winding-up proceedings of rule 124 in bankruptcy, whereby a taxation may be reviewed at the instance of the Board of Trade.

As to payment of costs, it was provided by section 110 of the Companies Act, 1862, that, in case of an insufficiency of assets, the court should direct payment of the costs incurred in winding up in such order as it might think just. This discretion, which, of course, was exercised according to settled rules (see Emden's Practice in Winding Up, p. 402), is now abolished, and a fixed order of payment is given in rule 31, similar to that in the bankruptcy rule 125. The rules are not identical, however, and in particular the taxed costs of the petition are here at the head of the list, as in the present practice in winding up. After this come the other items of expense that may be incurred in the proceedings, but no special mention is made of the costs which a liquidator is directed to pay to a successful litigant out of the assets. Hitherto these have ranked next to the costs of the petition (*Dominion of Canada Plumbago Co.*, 33 W. R. 9, 27 Ch. D. 33).

Liquidator, special manager, and committee of inspection (sections 4—6, 9, rules 32, 42—46, 63—68). The extent of the present change is shewn by the fact that the proceedings are no longer under the sole direction of the judge, but at the very commencement the Board of Trade steps in and assumes control in the person of the official receiver. Immediately on the making of the winding-up order this officer becomes, by virtue of his office, provisional liquidator (section 4). Indeed, he may be so appointed at any time after the presentation of the petition, and before a winding-up order has been made (section 4 (5) and rule 32). It rests with the creditors and contributories whether he is to continue as permanent liquidator, or whether an unofficial liquidator shall be appointed, who in turn either may or may not be assisted by a committee of inspection. To determine these matters, the appointment of a liquidator and of a committee of inspection, separate meetings of the creditors and contributories are to be held (section 6), and the official receiver will report the result of the court. The court will then carry into effect the determination of the meetings, if these agree, or will settle any differences that may have arisen between them, and make such appointments and orders as may be necessary. The procedure for this is prescribed in rules 63—65. Rules to regulate the holding of the meetings are contained in the first schedule to the Act, and are supplemented by rules 43—46. It may be noticed that rule (14) of the schedule incorporates the amendment of section 22 (2) of the Bankruptcy Act, 1890, by which forms of proxy are no longer to contain the name or description of the official receiver or any other person. Where an unofficial liquidator is appointed, his title is to be liquidator simply (section 4 (3)). When the official receiver is liquidator he is to be called "official receiver and liquidator" (rule 66). Hitherto, under section 92 of the Companies Act, 1862, the security to be given by the liquidator has been settled by the court. By rule 67, which is on the lines of the bankruptcy rule 342, this is now within the province of the Board of Trade.

The practice in bankruptcy has also been followed in the power to appoint a special manager, conferred by section 5 and regulated by rule 42; but of greater importance is the introduction of the committee of inspection, a matter which, as we have just seen, comes in the first instance before the separate meetings of the creditors and contributories. The constitution and working of the committee are given by section 9, which is a reproduction of section 22 of the Bankruptcy Act, 1883. The only important difference is that there the number of members is fixed at not more than five or less than three. Here the number is left unsettled. Where there is no committee of inspection anything which is ordinarily required to be done by it is to be done by the Board of Trade on the application of the liquidator (sub-section 9); but rule 169 simplifies matters by providing that on such occasions the official receiver shall, subject to the directions of the Board, act for the Board.

Statement of affairs (section 7, rules 58—62).—This of course is another matter which is copied from the procedure in bankruptcy, and section 7 of the Act is practically a reproduction of section 16 of the Bankruptcy Act, 1883, relating to a debtor's statement of affairs. As there, the statement is regarded as a matter of public importance, and is to be submitted, not to the liquidator, but to the official receiver, in whose hands it forms the foundation of the report which he has subsequently to make to the court. The items to be included in the statement are the same as in bankruptcy—namely, "the particulars of the assets, debts, and liabilities of the company, the names, residences, and occupations of the creditors of the company, the securities held by them respectively, the dates when the securities were respectively given, and such further or other information as may be prescribed or as the official receiver may require." No further specific information is specifically prescribed by the rules, but rule 58 requires the official receiver to furnish to the person making the statement forms and instructions for its preparation. The present section of the Winding-up Act includes also, in addition to the corresponding provisions of the Bankruptcy Act, directions as to the persons who are to make the statement, and as to the payment of their costs. By sub-section (2) the statement is to be made by one or more of the directors, and by the secretary or other chief officer at the time of winding up, but the official receiver, subject to the direction of the court, may require it to be made by any persons who have been directors or officers of the company, or who have taken part in the formation of the company, within a year of the winding-up order. By rule 58 (2) the official receiver may hold personal interviews with any of the above persons for the purpose of investigating the company's affairs, and they are to attend upon him as he may appoint. Rule 60 also provides to a similar effect, that, after the statement has been made, each person making it is, when required, to attend on the official receiver, and to give all such further information in relation to it as he shall require. By sub-section (4) the costs of preparing and making the statement are to be paid by the official receiver out of the assets of the company, the amount to be such, subject to an appeal to the court, as he may consider reasonable. This provision is supplemented by rule 62, which makes it incumbent on the person who wants to get his costs to prepare an estimate and get the official receiver's sanction before they have been incurred. In distributing the assets of the company these costs rank third in order, only the costs of the petition, and the special manager's remuneration, having precedence of them.

CORRESPONDENCE.

ADJOURNMENT FROM CHIEF CLERK TO JUDGE.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the observations under "Current Topics" in the journal for the 6th inst., as to adjournments from the chief clerk to the judge, may I recall to your recollection the statement of Mr. Justice Pearson bearing on that matter, as reported in W. N., 1884, p. 218? According to that learned judge "the settled practice is this, that an adjournment to the judge will not be granted unless an application is made to the chief clerk, at the time when the summons is heard by him, either for an adjournment, or for time to consider whether an adjournment shall be asked for. If no application is made to the chief clerk at the time, the order can only be altered by means of a motion in court to discharge it."

This, according to my experience, correctly represents the view which is generally acted upon in all the judge's chambers, and it is, I venture to think, more convenient than that favoured in your note. To allow an adjournment at any time before an order is finally passed and entered would afford opportunities for delay which, in certain instances, might work very unfairly, and would leave an applicant in a state of uncertainty, for an unnecessarily long time, as to whether his order was accepted by his opponent or not.

The practice as laid down by Mr. Justice Pearson is, if not universal, at any rate so general that it seems a pity to introduce a change, more especially as there are so few matters in which any approach to uniformity exists.

Dec. 9.

THAT ENTERPRIZING GRADUATE.

[To the Editor of the Solicitors' Journal.]

Sir,—The enclosed advertisement from the *Morning Post* appears

to emanate from the same source as the one respecting a settlement of £20,000 referred to in your issue of the 6th inst. Curiously enough it caught my eye just after reading your journal. But why are these gaudy baits only dangled before solicitors? ERNEST E. LAKE.

4, Serle-street, Lincoln's-inn, Dec. 8.

[The following is the advertisement referred to by our correspondent:—

"Solicitor Wanted, who can at once find a Client willing to Act as One of Two Sureties in a Loan of £2,000 which a University man, about to proceed to the Bar, wishes to borrow from a life insurance company, sureties to be compensated (1) by an immediate payment of £250 each, (2) by a life policy.—Address "Rho," at Shelley's advertising offices, 38, Gracechurch-street, London, E.C. N.B.—One surety is already forthcoming."]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

CHRISTMAS VACATION, 1890.

Notice.

There will be no sitting in court during the Christmas Vacation.

During Christmas Vacation:—All applications which may require to be immediately or promptly heard are to be made until December 30th, to the Honourable Baron Pollock, and afterwards to the Honourable Mr. Justice Lawrance.

Baron Pollock will act as Vacation Judge from Monday, December 22nd, to Tuesday, December 30th, both days inclusive. His lordship will sit in Queen's Bench Judges' Chambers on Wednesday, December 24th, and Tuesday, December 30th. On other days within the above period, applications in urgent Chancery matters may be made to his lordship, the Croft, Putney.

Mr. Justice Lawrance will act as Vacation Judge from Wednesday, December 31st, to Saturday, January 10th, both days inclusive. His lordship will sit in Queen's Bench Chambers on Friday, January 2nd, and Wednesday, January 7th. On other days within the above period, applications in Chancery matters may be made to his lordship at No. 3, Paper-buildings, Temple.

In any case of great urgency the brief of counsel may be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The chambers of Mr. Justice Stirling (A to F Division) will be open for vacation business only from 11 to 2 on Wednesday, December 24th; Tuesday, December 30th; Wednesday, December 31st; Thursday, January 1st; Friday, January 2nd; and Tuesday, January 6th.

THE COMPANIES (WINDING-UP) ACT, 1890.

ORDER OF THE LORD CHANCELLOR UNDER SECTION TWO OF THE COMPANIES (WINDING-UP) ACT, 1890.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby, by virtue of the powers vested in me by section two of the Companies (Winding-up) Act, 1890, and all other powers enabling me in that behalf, order that on and after the 1st day of January, 1891, the jurisdiction of the High Court under the Companies (Winding-up) Act, 1890, shall until further order be exercised by the Judges of the Chancery Division to whom for the time being chambers are attached, and such Judges shall on and after the day aforesaid and until further order be the Judges of the High Court assigned for the purpose of that jurisdiction pursuant to the Companies (Winding-up) Act, 1890.

(Signed) HALSBURY, C.

The 29th day of November, 1890.

ORDER OF THE LORD CHANCELLOR UNDER SECTION ONE, SUBSECTION (5), OF THE COMPANIES (WINDING-UP) ACT, 1890.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby, by virtue of the power vested in me by section one of the Companies (Winding-up) Act, 1890, and all other powers enabling me in that behalf, order that a County Court which at the time of the coming into operation of the Companies (Winding-up) Act, 1890, is excluded from having jurisdiction in bankruptcy shall be excluded from having jurisdiction under the Companies (Winding-up) Act, 1890, until further order, and the district of any such County Court shall for the purposes of jurisdiction under the Companies (Winding-up) Act, 1890, be attached until further order to the Court to which that district is attached at the time

of the coming into operation of this Act for the purposes of jurisdiction in bankruptcy.

(Signed) HALSBURY, C.

The 29th day of November, 1890.

GENERAL RULES MADE PURSUANT TO SECTION 26 OF THE COMPANIES (WINDING UP) ACT, 1890.

PRELIMINARY.

1. *Short title and commencement.*] These Rules may be cited as "The Companies Winding Up Rules, 1890." They shall come into operation on the first day of January one thousand eight hundred and ninety-one.

2. *Interpretation of terms.*] In these Rules, unless the context or subject matter otherwise requires,—

(a.) "The Acts" means the Companies Acts, 1862 to 1890.

"The Company" means a company which is being wound up, or against which proceedings to have it wound up have been commenced.

"The Court" includes a Judge of the Court, and a chief clerk of the Chancery Division of the High Court or other officer of the Court when exercising the powers of the Court pursuant to the Acts or these Rules, or the practice of the Court.

"Creditor" includes a corporation, and a firm of creditors in partnership.

"Gazetted" means published in the London Gazette.

"Judge" means in the High Court the Judge to whom the petition to wind up the company is assigned, and in any other Court the Judge thereof or officer who exercises the powers of the Judge thereof.

"Proceedings" means the proceedings in the winding up of a company under the Acts.

"Official Receiver" includes any officer appointed by the Board of Trade to discharge the duties of Official Receiver under the Acts.

"Registrar," as applied to a County Court, includes, where there are joint Registrars, either of such Registrars, or a Deputy Registrar, and as applied to any Court other than the High Court, means and includes the officer of the Court whose duty it is to exercise in relation to a winding up the functions which in the High Court are exercised by a Registrar or Chief Clerk.

"Sealed" means sealed with the seal of the Court.

"Taxing Officer" means the officer of the Court whose duty it is to tax costs in the proceedings of the Court under its ordinary jurisdiction.

"Liquidator" includes an Official Receiver when acting as Liquidator.

(b.) In the application of these Rules to any Court other than the High Court, the Registrar may, under the general or special directions of the Judge, hear and determine any application or matter which under the Acts and these Rules may be determined in Chambers.

3. *Use of forms in Appendix.*] (1.) The forms in the Appendix, where applicable, and where they are not applicable forms of the like character, with such variations as circumstances may require, shall be used. Where such forms are applicable any costs occasioned by the use of any other or more prolix forms shall be borne by or disallowed to the party using the same, unless the Court shall otherwise direct.

(2.) Provided that the Board of Trade may from time to time alter any forms which relate to matters of an administrative and not of a judicial character, or substitute new forms in lieu thereof. Where the Board of Trade alters any form, or substitutes any new form in lieu of a form prescribed by these Rules, such altered or substituted form shall be published in the London Gazette.

COURTS AND CHAMBERS.

4. *Proceedings in High Court.*] In the High Court—

(1.) All matters and applications to the Court or a Judge in the winding up of a company as to which the procedure and practice is not altered by the Companies (Winding Up) Act, 1890, and these Rules, and which according to the practice of the Court or the directions of the Judge have been heard in Court or in Chambers, shall continue to be so heard.

(2.) Subject to the provisions of the Companies (Winding Up) Act, 1890, and these Rules, applications to the Court under the said Act and these Rules shall be heard in Court or in Chambers according as the Judge shall by any general or special directions order. Provided that appeals to the Court from the Official Receiver and Board of Trade and Liquidator shall be brought by notice of motion to the Court pursuant to the Rules of the Supreme Court with reference to motions.

5. *Proceedings in Courts other than High Court.*] In Courts other than the High Court the following matters and applications to the Court shall be heard in open Court:

(a.) Petitions.

(b.) Public examinations.

(c.) Applications under section 167 of the Companies Act, 1862

(d.) Applications to rectify the Register.

(e.) Appeals from the Official Receiver and Board of Trade.

(f.) Appeals from any decision or act of the Liquidator.

(g.) Applications relating to the admission or rejection of proofs.

(h.) Proceedings under section 10 of the Companies (Winding Up) Act.

6. *Adjournment from Chambers to Court and vice versa.*] Subject to the provisions of the Acts and Rules, any matter or application in a Court other than the High Court may at any time, if the Judge thinks fit, be adjourned from Chambers to Court or from Court to Chambers; and if

all the contending parties require any matter or application to be adjourned from Chambers into Court it shall be so adjourned.

PROCEEDINGS.

7. *Proceedings how intitled.* Forms 1 and 2.] (1.) Every proceeding in Court or in Chambers under the Acts shall be dated, and shall be intitled "In the matter of the Companies Acts, 1862 to 1890," with the name of the Court in which it is taken, and of the Company to which it relates. Numbers and dates may be denoted by figures.

(2.) The first proceeding in every winding-up matter shall have a distinctive number assigned to it by the proper officer, and all subsequent proceedings in the same petition shall bear the same number.

8. *Transfer by Judge of High Court.* [s. 3 of Act of 1890.] A Judge of the High Court to whom the exercise of the jurisdiction to wind up companies is assigned may at any time, for good cause shewn, order the proceedings in any Court other than the High Court to be transferred to the High Court, or any proceedings in the High Court to be transferred from the High Court to any other Court. Where the transfer is to the High Court, the winding up shall be assigned to the Judge who made the order of transfer.

9. *Transfer by Judge of Court other than High Court.*] The Judge of any Court having jurisdiction to order the winding up of a company other than the High Court or a Palatine Court may at any time, for good cause shewn, order any proceedings which have been commenced or are pending in his Court to be transferred to any Court which has jurisdiction to order the winding up of a company not being the High Court or a Palatine Court.

10. *Notice to Official Receiver.*] Notice of an application for a transfer of proceedings shall be served on the Official Receiver before the hearing thereof.

11. *Transmission of order of transfer.*] When an order of transfer has been made the person on whose application the order is made shall, if the transfer is to the High Court, lodge with the Chief Clerk of the Judge to whom the winding up becomes assigned, and if the transfer is to any other Court with the Registrar of that Court, a sealed copy of the order of transfer.

12. *Transfer of Official Receiver's duties.*] Where the proceedings in any winding up are transferred by any Court, the Official Receiver of the Court to which such proceedings are transferred shall become the Official Receiver in the winding up in place of the Official Receiver of the Court from which the proceedings are transferred.

13. *Transmission of records.*] Where any proceedings are transferred from a Court to any other Court, the records of proceedings shall, if the transfer is to the High Court, be transmitted to the Chief Clerk of the Judge to whom the winding up becomes assigned, and if the transfer is to any other Court to the Registrar of that Court.

14. *Notice of transfer to Official Receiver and Board of Trade.*] As soon as the Chief Clerk of the Judge (if the transfer is to a Judge of the High Court) or the Registrar of the Court (if the transfer is to any other Court) has received the records of proceedings from the Court from which the transfer is made he shall give notice of the transfer to the Official Receiver of the Court to which the proceedings are transferred, who shall give notice of the transfer to the Board of Trade. When a winding up is transferred from one court to another, it shall receive a new distinctive number.

15. *Transfer of jurisdiction of County Court and pending business.*] Whenever the Lord Chancellor, by order under his hand, shall exclude any County Court from having jurisdiction under the Acts, or shall attach the district or any part of the district of a County Court to the High Court, or any other County Court, or shall detach the district or any part of the district of any County Court from the district and jurisdiction of the High Court, any winding-up business pending in the Court or district to which the order relates shall become transferred to such Court as shall be mentioned for the purpose in the order; and, thereupon, the Rules as to transfer of proceedings shall apply to the transfer of such pending proceedings in all respects as if the proceedings had been transferred by order of a Court having power to transfer proceedings.

WITNESSES AND DEPOSITIONS.

16. *Shorthand notes, &c.* Forms 5, 6, 7.] If the Court or the officer of the Court before whom an examination is under the Acts and these Rules directed to be held shall in any case, and at any stage in the proceedings, be of opinion that it would be desirable that a person (other than the person before whom an examination is taken) should be appointed to take down the evidence of any person examined under the Acts and Rules in shorthand or otherwise, it shall be competent for the Court or officer aforesaid to make such appointment; provided that where the application is made by the Official Receiver he shall nominate a person for the purpose, and the person so nominated shall be appointed, unless the Court or officer holding the examination shall otherwise order. Every person so appointed shall be paid a sum not exceeding one guinea a day, and where the Court appoints a shorthand writer a sum not exceeding 8d. per folio of 90 words for any transcript of the evidence that may be required, and such sums shall be paid by the party at whose instance the appointment was made, or out of the assets of the Company as may be directed by the Court.

17. *Committal of contumacious witness.* Form 39.] (1.) If a person examined before a Registrar or other officer of the Court who has no power to commit for contempt of Court, refuses to answer to the satisfaction of the Registrar or officer any question which he may allow to be put, the Registrar or officer shall report such refusal to the Judge, and upon such report being made the person in default shall be in the same position and be dealt with in the same manner as if he had made default in answering before the Judge.

(2.) The report shall be in writing, but without affidavit, and shall set forth the question put, and the answer (if any) given by the person examined.

(3.) The Registrar or officer shall, before the conclusion of the examination at which the default in answering is made, name the time when and the place where the default will be reported to the Judge; and upon receiving the report the Judge may take such action thereon as he shall think fit. If the Judge is sitting at the time when the default in answering is made, such report may be reported immediately.

SITTINGS OF COURTS.

18. *Place of sitting of County Court.*] Subject to the orders of the Lord Chancellor, the place of sitting of each County Court having jurisdiction under the Acts shall, for the purpose of such jurisdiction, be the town in which the Court holds its sittings for the general business of the Court, under the provisions of the County Courts Act, 1888.

19. *Times for holding Courts.*] Subject to the provisions of the Acts, the times of the sitting of each Court other than the High Court in matters of the winding up of companies shall be those appointed for the transaction of the general business of the Court, unless the Judge of any such Court shall otherwise order.

SERVICE AND EXECUTION OF PROCESS.

20. *Duties of bailiff, &c.*] (1.) It shall be the duty of the high bailiff of a County Court to serve such orders, summonses, petitions, and notices as the Court may require him to serve; to execute warrants and other process; to attend any sittings of the Court (but not sittings in Chambers); and to do and perform all such things as may be required of him by the Court.

(2.) But this Rule shall not be construed to require any order, summons, petition, or notice to be served by a bailiff or officer of the Court which is not specially by the Acts or Rules required to be so served, unless the Court in any particular proceeding by order specially so directs.

21. *Service.*] All notices and other documents for the service of which no special mode is directed may be sent by prepaid post letter to the last known address of the person to be served therewith; and the notice or document shall be considered as served at the time that the same ought to be delivered in the due course of post by the post office, and notwithstanding, the same may be returned by the post office.

TAXATION OF COSTS.

22. *Taxation of costs payable by or to Official Receiver or Liquidator or by company.*] The provisions of the following Rules numbered 23 to 30 shall apply to the taxation of allowance of costs payable by or to the Official Receiver or Liquidator or which are to be paid out of the assets of the company.

23. *Notice of appointment.*] Every person whose bill or charges is or are to be taxed shall in all cases give not less than four days' notice of the appointment to tax the same to the Official Receiver and to the Liquidator (if any).

24. *Lodgment of bill.*] The bill or charges, if incurred prior to the appointment of a Liquidator, shall be lodged with the Official Receiver, and if incurred after the appointment of a Liquidator, shall be lodged with the Liquidator, three clear days before the application for the appointment to tax the same is made. The Official Receiver or the Liquidator, as the case may be, shall forthwith, on receiving notice of taxation, lodge such bill or charges with the proper Taxing Officer.

25. *Copy of bill to be furnished.*] Every person whose bill or charges is or are to be taxed shall, on application either of the Official Receiver or the Liquidator, furnish a copy of his bill of charges so to be taxed, on payment at the rate of 4d. per folio, which payment shall be charged on the assets of the company. The Official Receiver shall call the attention of the Liquidator to any items which, in his opinion, ought to be disallowed or reduced, and may attend or be represented on the taxation.

26. *Applications for costs.*] Where any party to, or person affected by, any proceeding desires to make an application for an order that he be allowed his costs, or any part of them, incident to such proceeding, and such application is not made at the time of the proceeding—

(1.) Such party or person shall serve notice of his intended application on the Official Receiver, and, if a Liquidator has been appointed, on the Liquidator.

(2.) The Official Receiver and Liquidator may appear on such application and object thereto.

(3.) No costs of or incident to such application shall be allowed to the applicant, unless the Court is satisfied that the application could not have been made at the time of the proceeding.

27. *Certificate of Taxation.* Form 10.] Upon the taxation of any bill of costs, charges, or expenses being completed, the Taxing Officer shall issue to the person presenting such bill for taxation his certificate of taxation. The bill of costs, charges, and expenses shall be filed.

28. *Register of bills taxed.* Forms 9 and 11.] Every Taxing Officer shall keep a register of all bills taxed by him in windings-up under these Rules, and shall, within fourteen days after the 31st day of October in each year, make a return to the Board of Trade of all bills taxed by him during the twelve months preceding such 31st day of October.

29. *Certificate of employment.*] Before the bill or charges of any solicitor, manager, accountant, auctioneer, broker, or other person employed by an Official Receiver or Liquidator, is or are taxed a certificate in writing, signed by the Official Receiver or Liquidator, as the case may be, shall be produced to the Taxing Officer setting forth whether any, and if so what, special terms of remuneration have been agreed to, and in the case of the bill of costs of a solicitor, a copy of the resolution or other authority sanctioning the employment.

30. *Review of taxation at instance of Board of Trade.*] Where any bill of costs, charges, fees, or disbursements of any solicitor, manager, accountant, auctioneer, broker, or other person has been taxed by a Registrar of a Court other than the High Court, the Board of Trade may require the taxation to be reviewed by a Taxing Master of the Chancery Division of the High Court.

(2.) In any case in which the Board of Trade require such a review of taxation as is above mentioned they shall give notice to the person whose bill has been taxed, and shall apply to the Taxing Master of the Chancery Division of the High Court to appoint a time for the review of such taxation, and thereupon such Taxing Master shall appoint a time for the review of, and shall review, such taxation and certify the result thereof. The Board of Trade shall give to the person whose bill of costs is to be reviewed notice of the time appointed for the review.

(3.) Where any such review of taxation as is above mentioned is required to be made by a Taxing Master of the Chancery Division of the High Court, the Registrar whose taxation is to be reviewed shall (if required by the Taxing Master) forward to the said Taxing Master the bill which is required to be reviewed.

(4.) The Board of Trade may appear upon the review of the taxation; and if, upon the review of the taxation, the bill is allowed at a lower sum than the sum allowed on the original taxation, the amount disallowed shall (if the bill has been paid) be repaid to the Official Receiver, or the Liquidator, or other person entitled thereto. The certificate of the Taxing Master shall in every case of a review by him under this Rule be a sufficient authority to entitle the person to whom the amount disallowed ought to be repaid to demand such amount from the person liable to repay the same.

(5.) There shall be allowed to the person whose bill is reviewed such costs of and incidental to his appearance on the review as the Taxing Master of the High Court shall think proper, and such costs shall be paid to such person out of the estate: Provided that the costs of the attendance of a principal shall not be allowed if in the opinion of the Taxing Master he could have been sufficiently represented by his London agent.

(To be continued.)

CASES OF THE WEEK.

Court of Appeal.

DE PASS v. CAPITAL AND INDUSTRIES CORPORATION (VINALL, Garnishee)—No. 1, 1st and 8th December.

PRACTICE—GARNISHEE—AFFIDAVIT—R. S. C., XLV., 1.

This was an appeal from the decision of a divisional court (Day and Lawrence, JJ.). The plaintiff, having recovered judgment against the defendant company, obtained a garnishee order nisi against Vinall on the following affidavit:—"I am informed by Mr. W. E. Walker, the managing director of the defendant company, and verily believe, that F. J. Vinall, of 79, Camden-road, London, wine merchant, is indebted to the defendant company in the sum of £100 and upwards for unpaid calls due in respect of 300 shares held by him in the defendant company." On the application to make the order absolute, Vinall filed an affidavit, in which he said:—"I have paid to the Capital and Industries Corporation (Limited) all sums payable by me in respect of the 300 shares held by me in the corporation, save and except such sums as are still uncalled on such shares, and which sums I am advised I am not liable to pay until a call is properly made." He also sought to read in evidence an affidavit of the secretary to the corporation. The master, and on appeal the judge at chambers, declined to receive this affidavit, but gave Vinall time to amend his affidavit by swearing that he owed nothing to the corporation. This Vinall refused to do, and accordingly the order was made absolute by Vaughan-Williams, J., at chambers. The Divisional Court discharged the order on the ground that the plaintiff by his affidavit had chosen to specify a particular debt which Vinall had specifically denied. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.J.J.) allowed the appeal, and made the garnishee order absolute. Lord ESHER, M.R., said that the court had allowed Vinall an opportunity of appearing and swearing that he did not owe anything to the defendant company. This he had declined to do, and had chosen to take his stand upon his affidavit. The irresistible inference from such conduct was that he did owe the debt. Because the plaintiff had gone further than was necessary in his affidavit, Vinall could not be allowed to defeat the operation of the order by swearing by the card and denying the immaterial portion of the plaintiff's affidavit. It was only necessary for the plaintiff to shew by his affidavit that a third party who was within the jurisdiction owed a debt to the judgment debtor, and thereupon the court were empowered to attach that debt. Vinall had not chosen to swear that he did not owe anything to the company, although he had been repeatedly afforded the opportunity of doing so, and therefore the garnishee order had been rightly made. LOPES, L.J., concurred. KAY, L.J., concurred, and said that it had been contended that the plaintiff's affidavit was insufficient in that it only alleged information and belief. That point was entirely untenable. It was impossible in such a case, where a creditor set up that a third party owed money to the debtor, for him to do more than swear on information. He had no knowledge of his own on which he could act.—CORNWELL, WICK, Q.C., and CHEVELL SALTER; GAINFORD BRUCE, Q.C., and BODDALL. SOLICITORS, J. C. ST. ANDREW ANGLER; TAYLOR & TAYLOR.

EDWARDS v. MARSTON—No. 1, 4th December.

BILL OF SALE—MODE OF REPAYMENT OF PRINCIPAL AND INTEREST—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 9; FORM IN SCHEDULE.

Appeal from the judgment of Charles, J., in an action to recover damages for the conversion of a carriage assigned to the plaintiff under a bill of sale. Subsequently to the execution of the bill of sale the grantor sold the carriage to the defendant. The bill of sale, which was dated September 26, 1887, was given as security for an advance of £50 and interest thereon at the rate of five per cent. per month; and the grantor agreed to repay to the grantee "the principal sum aforesaid, together with the interest then due, as follows: the sum of £2 10s. on the 26th day of October, 1887, and the like sum of £2 10s. on the 26th day of each and every succeeding month thereafter until the 26th day of September, 1889, then the balance and interest as aforesaid is to be paid." Charles, J., held that the bill of sale was valid, and gave judgment for the plaintiff.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the form in the schedule to the Bills of Sale Act, 1882, provided for the repayment of the principal sum, with interest thereon by equal payments on specified dates, or whatever else might be the stipulated times or time of payment. This latter provision was an alternative. The repayment, therefore, need not be by equal instalments. The present bill of sale followed the form almost exactly, the repayment being by sums of £2 10s. per month, and the balance and interest at the end of two years. That being so, the construction to be placed upon the bill of sale was immaterial. But in his opinion the true construction was that the monthly sums of £2 10s. were in respect of interest, this sum exactly representing interest on £50 at the rate of five per cent. per month, the principal sum of £50 not being repayable until the end of the two years. The language of Fry, L.J., in delivering the judgment of this court in *Goldstrom v. Tullerman* (35 W. R. 68, 18 Q. B. D. 1), as to the instalments repayable being in respect of principal only and not of interest, was applicable to the particular case then under consideration, and was not of general application. The present bill of sale, therefore, was valid as being in accordance with the form. LOPES and KAY, L.JJ., concurred.—COUNSEL, *Cock, Q.C., and Crispe; J. A. Foot.* SOLICITORS, *Hicks & Arnold; Prior & Co.; Dickenson & Co., Poole.*

MILLER v. DELL—No. 1, 10th December.

STATUTE OF LIMITATIONS—CONVERSION—WRONGFUL ACT OF THIRD PARTY.

This was an appeal from the decision of Charles, J. The plaintiff was in the occupation of certain premises under a lease. In 1882 his son, who was residing on the premises, abstracted the lease from his custody, without his knowledge, and deposited it with one Bates as security for an advance to him of £150. In 1887, Bates having become bankrupt, the trustee in bankruptcy sold his business, in which this lease was included as an asset, to the defendant. In 1889 the plaintiff claimed the lease from the defendant, and it was refused. The plaintiff then brought the present action. Charles, J., held that the plaintiff's claim was barred by the Statute of Limitations, which, in his opinion, began to run from the unlawful abstraction of the deed in 1882. The plaintiff appealed, and

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) allowed the appeal. Lord ESHER, M.R., said that Charles, J., had misconceived the case of *Wilkinson v. Verity* (L. R. 6 C. P. 206), which was a decision that where an action for conversion was brought the Statute of Limitations began to run from the earliest act of conversion committed by the defendant. The case here was a very different one. The conversion of the deed by the plaintiff's son took place, it was true, more than six years before action brought, but the conversion by the defendant, whether it was when he took over the lease or when he refused to give it up to the plaintiff, occurred well within that period. The case of *Spackman v. Foster* (11 Q. B. D. 99), in which the facts were very similar to those in the present case, was very much in point. This was not a mere chattel which had been converted, it was a lease, a document of title, and it might be a question whether, even after six years, such a document could be held against the party entitled to the land. It was, however, unnecessary to decide that now. LOPES, L.J., concurred. The form of plea given by the Common Law Procedure Act, 1852, was "that the alleged cause of action did not accrue within six years before the suit." That shewed that the plaintiff had not lost his remedy. His cause of action accrued when he demanded the lease from the defendant and was refused it. It was not affected by the fact that the original conversion of the lease by the plaintiff's son took place more than six years before the action was brought. KAY, L.J., concurred. The case seemed almost identical with that of *Spackman v. Foster*. He entirely agreed with the judgment of Grove, J., in that case.—COUNSEL, *Crimp, Q.C., and Morton Smith; R. M. Bray.* SOLICITORS, *Sandon, Kersey, & Knight; Herbert Nield.*

Re BRITANNIA FIRE ASSOCIATION—No. 2, 6th December.

COMPANY—WINDING UP—CONTRIBUTORY—UNAUTHORIZED APPLICATION FOR SHARES—LIABILITY OF PERSON SENDING APPLICATION.

This was an appeal from a decision of Kay, J., the question being whether the executors of Millis Coventry were liable to have their names, as such executors, placed on the list of contributories of the company (which was in liquidation) in respect of 200 shares, which were standing in the books of the company in the name of Samuel Coventry, the son of the testator. On May 13, 1869, at a board meeting of the directors of the company, at which Millis Coventry, who was a director, was present, a resolution was passed allotting 200 shares to his son, Samuel Coventry. Samuel Coventry, who was living abroad, never made any application or shares,

nor authorized any person to do so on his behalf. A formal application for the 200 shares was sent in by Millis Coventry in the name of Samuel Coventry, and Samuel Coventry was in due course registered as the holder of the shares. By the evidence of a Mr. Webb, one of the directors of the company, it appeared that at the board meeting on May 13, 1869, a suggestion was made by the manager of the company that, as the whole of the shares issued by the company had not been applied for, applications should be made by the directors in the names of their private friends for the balance. This suggestion was adopted, but it was distinctly stated by the manager that the shares should not be taken by the directors themselves, but they were to name friends in whose names the shares were to be placed, until the public should apply for them. Samuel Coventry died in September, 1889; he had never during his life in any way recognized his position as a shareholder of the company. A demand was sent to him by the liquidator for the payment of £600 in respect of his shares; but he took no notice of it. Millis Coventry was also dead, and the liquidator placed his executors on the list of contributories in respect of the 200 shares. The executors applied to have their names struck off. Kay, J., held that the executors had been rightly placed upon the list of contributories.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) reversed the decision. LINDLEY, L.J., said that the object of the directors was to make it appear that a number of shares which had not been really allotted had been allotted, it being supposed that the shares would be more easily got rid of by transfer. Accordingly they placed a number of shares in the names of their friends, without any authority from anyone to do so. That was a fraud for which the directors might be made liable. The shares now in question were applied for by Millis Coventry in the name of Samuel Coventry, but the evidence shewed that it was agreed that the directors should not take the shares themselves. That distinguished the present case from cases which had been cited. This was not a case of a person taking shares himself and placing them in a fictitious name. The evidence shewed that there was no agreement by Millis Coventry to take the shares himself, and there was consequently nothing to warrant the court in holding that his executors were liable as contributories. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Renshaw, Q.C., Baines, and Bray; Marten, Q.C., and Beddall.* SOLICITORS, *Watney, Tilleard, & Freeman; A. J. Nash.*

JENKINS v. JACKSON—No. 2, 10th December.

COSTS—TAXATION—PLAINTIFF PARTLY SUCCESSFUL AND PARTLY UNSUCCESSFUL—APPORTIONMENT OF GENERAL COSTS OF ACTION—FORM OF ORDER AT TRIAL.

The question in this case was how, upon the taxation of the costs of the action under the judgment at the trial, the general costs of the action were to be apportioned between the plaintiff and the defendants, the plaintiff having been successful in part and unsuccessful in part. The action was brought in respect of a nuisance which the plaintiff alleged to be caused to him by a dancing room belonging to the defendants, which was situate above an office occupied by him, and which he alleged to be so used as to cause injurious noise and vibration, and he complained also of the unmannerly and offensive conduct, upon the staircase and in the lobby of the house, of disorderly persons who assembled there for the purpose of the dancing. At the trial of the action by Kekewich, J. (40 Ch. D. 71), it was ordered that the defendants should pay to the plaintiff £20 by way of damages for the wrongful use of the room in question by causing or permitting the same to be used for dancing or musical or other entertainments, to the injury, by means of noise and vibration, of the plaintiff; and on so much of the statement of claim as related to unmannerly and offensive behaviour on the staircase and approaches to the plaintiff's office of disorderly persons collected by the defendants' entertainments, the court gave judgment for the defendants. And it was referred to the taxing master to tax the costs of the defendants of so much of the action as related to such unmannerly and offensive behaviour (other than the costs of a motion by the defendants to postpone the trial of the action), and also to tax the plaintiff's costs of the rest of the action (including in the plaintiff's the costs of the motion to postpone the trial), and the taxing master was to set off the said costs of the defendants against the said costs of the plaintiff, and to certify the balance. And it was ordered that the defendants should pay to the plaintiff the balance of his said costs so to be certified. Upon the taxation under this order the taxing master apportioned the general costs of the action in moieties between the plaintiff and the defendants, on the principle that there were two issues, upon one of which the plaintiff had succeeded, and upon the other of which he had failed. The plaintiff contended that the issue as to unmannerly conduct was a minor one, and that the taxing master ought to have looked into the pleadings and evidence, and to have apportioned the general costs according to the relative importance of the two issues. A summons was taken out to review the taxation. After hearing the summons argued, Kekewich, J., reserved his judgment, in order that he might consult the taxing masters, and he sent the following memorandum to the master whose taxation was in question: "The argument raised a question touching the principle of the taxation on which the judge desires the master's assistance, and, inasmuch as the case is one of some general importance, he invites the master, before reporting, to communicate with some of his colleagues and ascertain their views. The case was one of nuisance, the plaintiff complaining of a dancing room above his office, so used as to cause injurious noise and vibration, and also of the disorderly conduct on the staircase and lobby of those who assembled there. That there was some such disorderly conduct was proved, but the defendant was held not to be responsible for it. As regards the noise and vibration the decision was in favour of the plaintiff on fact and law. In the matter of costs the judgment intentionally was not in the form of directing the defendant to

pay the costs of the action, except so far as they had been increased by the complaint of disorderly conduct, and directing the plaintiff to pay those costs, but it gave each party the costs of the issue on which he succeeded. The master has apportioned the general costs in moieties between the two issues, and of this the plaintiff complains. He says that the noise and vibration constituted the main part of his case, and occasioned the larger proportion of the costs, and that it is unfair to allow him only a half of those charges, which, being of a general character, are necessarily attributable, not only to this, but also, though in a minor degree, to the disorderly conduct. The judge is disposed to take this view of the position, and to remit the case to the master, in order that a fairer apportionment of the general costs may be made. The defendant relies on *Knight v. Purcell* (28 W. R. 90), from which it appears that, when the judgment is in the form adopted here, it is the practice of the taxing office to distribute the costs in shares corresponding to the number of issues, and to give one share to each issue. If there is a settled practice of this character the judge would be unwilling to interfere with it, and probably would hold the plaintiff bound by a rule which presses somewhat hardly on him, and certainly does not give effect to the judge's intention. There is to be contrasted with *Knight v. Purcell* the case of *Sparrow v. Hill* (7 Q. B. D. 362, 8 Q. B. D. 479), which causes embarrassment. The Divisional Court professed to follow *Knight v. Purcell*, but the Court of Appeal distinguished the form of judgment, and thought that it really had given the plaintiff the costs of action, except so far as they had been increased by the issue on which he failed. Kekewich, J., does not at present understand in what respects this case differs from that, but, if the taxation was reviewed on that footing, the plaintiff would probably get more than it was intended to give him, and the result would be unfair to the defendant, though not perhaps so unfair as the taxation now standing is to the plaintiff. Kekewich, J., requests Master Spofforth to expand the statement of the principle of the particular taxation which is to be found in the observations or objections, and also to state by what rules, according to the established practice of the office, taxing masters are guided in apportioning costs among separate issues. In other words, he wishes to know the practice of the office in cases of this character. It is becoming, if it be not already, generally admitted that the taxation of costs in the two divisions should be more nearly the same than at present, and should proceed on the same principles and rules, so far as the differences in character, sometimes large and essential, between actions in the Chancery Division and actions in the Queen's Bench Division permit. It has occurred to Kekewich, J., that it might be useful to ascertain the practice of the Queen's Bench Division in cases of this class, and to contrast it with that of the Chancery Division. He sanctions any communications with the masters of the Queen's Bench Division which may be deemed convenient to that end, and will give any remarks of theirs his best attention." To this memorandum the senior taxing master of the Chancery Division, on behalf of the taxing masters, gave the following answer:—"The practice with regard to costs when a party is partially successful and partially fails is well settled in this office, according to the decision in *Knight v. Purcell*. The master is guided by the form of order, which, except in cases requiring special directions, is in one or other of the forms hereinafter stated. There are two forms of order, in one of which (which is the form adopted in *Jenkins v. Jackson*) the plaintiff gets his costs of one issue, or, in this case, of one part of his claim, and the defendant of the other. There is nothing in the order to shew that one is more important than the other, nor has the master any power to discriminate between them. He therefore divides the general costs in moieties, but gives to each party such part of every affidavit or document as relates to that part of the claim on which he succeeded, disallowing the rest. In cases where the court considers the plaintiff or defendant entitled to more than this, the order gives him 'the costs of the action, except so far as they have been increased by the unsuccessful issue.' This gives him all the general costs, but the master eliminates everything on which he failed. The masters respectfully call attention to *Harley v. Hunt* (32 SOLICITORS' JOURNAL, 8), which is a direct confirmation of the views above stated, and deals with *Sparrow v. Hill*. The taxing master is bound by the order, and has taxed the costs according to the settled practice, having regard to the form of order." On the receipt of this answer Kekewich, J., gave his decision, dismissing the summons to review the taxation. He said that *Harley v. Hunt* had not been cited to him in the argument, probably because it had not been reported in the *Law Reports*, except in the *Weekly Notes* for 1887. That was a decision of the Court of Appeal upon an order which was substantially in the same form as that in the present case, and it was there held that the general costs in an action in the Chancery Division must be apportioned according to the principle which the taxing master had adopted in the present case. And the court then distinguished *Sparrow v. Hill*, on the ground that it was an action in the Queen's Bench Division. Therefore, his lordship thought that he was bound by *Harley v. Hunt*, though he did not think that the present plaintiff had got all that he might fairly claim by way of costs against the defendant. He thought it more important that the practice should be certain than that it should be right. If, however, the present action had been tried in the Queen's Bench Division, as it well might have been, the same order as to costs would probably have been worked out differently, with a great difference to the plaintiff in the result. He thought this was an anomaly under the Judicature Acts, and that something ought to be done to reduce the rules of the two offices to one basis.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) affirmed the decision. LINDLEY, L.J., regretted that the plaintiff would not get all the costs which the judge intended that he should get. But still this court might not be able to set the matter right. The wrong form of order was adopted in the judgment at the trial. If it was intended that the plaintiff should

have the general costs of the action, less the costs occasioned by a particular issue, there was a well-known form of order for the purpose, and it was for the judge to determine at the trial which form of order was to be adopted. In the present case the judgment had unfortunately been drawn in such a form that the plaintiff could not, consistently with the established practice, get the general costs of the action, but they must be apportioned. There were, no doubt, two ways of reading the order, and probably a master of the Queen's Bench Division would say that the effect of this form was to give the plaintiff the general costs of the action. But in that division there were not two forms of order in use, as in the Chancery Division. In the Chancery Division the rule was different. It was established long before *Knight v. Purcell*, and it was recognized by the Court of Appeal in *Harley v. Hunt*. It was impossible to construe the order differently. The result was not occasioned by the action of the taxing master, but by the adoption of the wrong form of order. BOWEN, L.J., agreed that the wrong form of order had been adopted. He thought it was intended by the judge that the plaintiff should have the general costs, and in the Queen's Bench Division the order would have been construed as giving him those costs. But *Knight v. Purcell* had settled the mode in which this form of order was to be construed in the Chancery Division. His lordship added that during the twelve years in which he had sat on the bench he had been impressed with the diversity of opinion and practice in the two divisions with regard to the taxation of costs, and he thought it most important that the Lord Chancellor, as the head of the profession of the law, should take this difference into his consideration. FRY, L.J., concurred.—COUNSEL, Warrington, Q.C., and R. J. Parker; Neville, Q.C., and Prance. SOLICITORS, Fielden & Sumner; Riddell, Vaizey, & Co.

Re LASHMAR, MOODY v. PENFOLD—No. 2, 8th December.

TRUSTEE—FAILURE OF TRUST—RIGHT TO BENEFICIAL INTEREST—WILL—CONSTRUCTION—DEVISE OF REAL ESTATE—LEGAL ESTATE—BARE TRUSTEE.

The question in this case was, which of two trustees, under different wills, was entitled to the beneficial interest in certain real estate, the trusts having failed. Peter Lashmar, by his will, dated the 23rd of November, 1858, devised all his real estate to three trustees (of whom William Penfold was the survivor) in fee, upon the several trusts therein expressed concerning the same. And the testator gave and devised three specified freehold houses unto Thos. Lashmar and Jane his wife, during their respective lives; and after the decease of the survivor of them he devised one of the houses to John Lashmar for his life, and after his death unto Charles Lashmar absolutely in fee simple. The testator died in November, 1859. John Lashmar died in March, 1875. Thos. Lashmar died in April, 1881. Jane Lashmar died in November, 1889. Charles Lashmar, by his will, dated the 5th of August, 1868, gave, devised, and bequeathed all his real and personal estate to two trustees (of whom John Moody was the survivor) upon trust to pay unto his wife Ann Lashmar, or to permit her to receive, during her life or widowhood, the annual produce thereof. And, from and after her decease or second marriage, whichever should first happen, upon trust for the testator's son George Hartnup, his heirs, executors, administrators, and assigns, according to the respective natures thereof. And the testator empowered his trustees, with the consent in writing of his wife, and after her decease and during the minority of his said son in the discretion of the trustees, to change from time to time the investments of any of the stocks, funds, shares, or securities in which any of his estate might be invested for any other kind of investment authorized by law. And he further empowered his said trustees or trustee, if they or he should think it advantageous so to do at any time or times, with the consent in writing of his said wife, and after her decease and during the minority of his said son in the discretion of his said trustees or trustee, to sell his real or personal estate, or any part or parts thereof, and to convey the estate so sold to the purchaser or purchasers thereof. And the testator directed that his trustees or trustee should invest the money to arise from the sale thereof in manner thereinbefore directed, and should hold the funds or securities whereon such investment should be made upon the trusts thereinbefore contained. Charles Lashmar died on the 6th of August, 1868. George Hartnup, who was his illegitimate son, died in July, 1880, intestate and without issue. Ann Lashmar died on the 6th of October, 1886. On the death of Jane Lashmar in November, 1889, the trusts declared by the two wills, so far as regarded the house devised to Charles Lashmar, came to an end, and the question arose, whether Penfold, the surviving trustee under the will of Peter Lashmar, or Moody, the surviving trustee under the will of Charles Lashmar, was entitled to hold the house for his own benefit discharged from any trust. The Attorney-General, on behalf of the Crown, declined to claim an escheat. Kekewich, J., held that, as between Moody and Penfold, Moody was entitled to call for a conveyance of the legal estate in the house.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.), reversed the decision, holding that Moody was not entitled to call for a conveyance. LINDLEY, L.J., said that in his opinion, under the will of Charles Lashmar, Moody was only a bare trustee for George Hartnup after the death of the testator's widow and after George Hartnup had attained twenty-one. The trustees had no active duties to perform, except during the life of the widow and the minority of the son, and if the testator had himself had the legal estate in the house that estate would have vested in George Hartnup, not in Moody. The legal estate was in Penfold, and Moody had no right to call for it, and therefore Penfold was entitled to retain it for his own benefit. If *Doe v. Biggs* (2 Taunt. 109) applied, the testator's widow would also have taken the legal estate during her life, by reason of the use of the words "permit her to receive" the income. His lordship thought that was not a very sensible decision, but it had been acted on by conveyancers for a long period, and he did not wish to say anything to shake the security of

titles. Kekewich, J., had founded his decision upon *Onslow v. Wallis* (1 Mac. & G. 506), but in that case the trustees had active duties to perform. BOWEN, L.J., concurred. FRY, L.J., also concurred. He pointed out that, if the trustees under the will of Charles Lashmar had taken the legal estate in fee in the house, the natural thing would have been to direct them to convey the estate to George Hartnup after the death of the widow, whereas in fact the trust was "for" him.—COUNSEL, *Renshaw, Q.C., Hadley, and Hutton; Haldane, Q.C., and Abraham. SOLICITORS, Burton, Teates, & Co; J. & W. Maude.*

THE NATIONAL BANK v. SILKE—No. 2, 10th December.

CHEQUE—NEGOTIABILITY—RESTRICTIVE CROSSING—BILLS OF EXCHANGE ACT, 1882, ss. 8, 35, 73.

This appeal from a decision of Day, J., raised a question of importance as to the negotiability of a cheque. The action was brought to recover £450, being the amount of a cheque drawn by the defendant upon the Alliance Bank, the plaintiffs being, as they alleged, the holders of the cheque in due course for value. The defendant had agreed to advance a sum of £450 to J. F. Moriarty, upon certain conditions as to security for the loan, and the cheque was given to him in pursuance of this arrangement. The cheque was drawn thus:—"Pay to the order of J. F. Moriarty, Esq., four hundred and fifty pounds." The cheque was crossed thus:—"Account of J. F. Moriarty, Esq., National Bank, Dublin." Moriarty on receiving the cheque sent it by post to the National Bank, Dublin, who were his bankers, in a letter in which he told them to "credit" his account with the £450. The bank did so at once, before they knew whether the cheque would be paid, and sent Moriarty an acknowledgment of the receipt of the cheque as "for your credit." He immediately drew upon his account, and thus received the greater part of the value of the cheque before it had been paid to the bank. The bank sent the cheque on to London, and on its being presented to the Alliance Bank for payment, payment was refused by the direction of the drawer, which had been given in the meantime. The reason for this direction was that Moriarty had not fulfilled the condition as to security upon which the advance had been made to him. The National Bank then applied to Moriarty to refund to them the sum which they had advanced upon the faith of the cheque being honoured, and, as he failed to do so, they brought this action against the drawer of the cheque. Section 8 of the Bills of Exchange Act, 1882, provides:—"(1) When a bill [of exchange] contains words prohibiting transfer, or indicating an intention that it should not be transferable, it is valid as between the parties thereto, but is not negotiable. (2) A negotiable bill may be payable either to order or to bearer. . . . (4) A bill is payable to order which is expressed to be so payable, or which is expressed to be payable to a particular person, and does not contain words prohibiting transfer or indicating an intention that it should not be transferable." By section 35:—"(1) An indorsement is restrictive which prohibits the further negotiation of the bill, or which expresses that it is a mere authority to deal with the bill as thereby directed, and not a transfer of the ownership thereof, as, for example, if a bill be indorsed 'Pay D. only,' or 'Pay D. for the account of X,' or 'Pay D. or order for collection.' (2) A restrictive indorsement gives the indorsee the right to receive payment of the bill, and to sue any party thereto that his indorser could have sued, but gives him no power to transfer his rights as indorsee unless it expressly authorizes him to do so." By section 73:—"A cheque is a bill of exchange drawn on a banker payable on demand. Except as otherwise provided in this part [that is, Part III. of the Act, which is headed "Cheques on a Banker"], the provisions of this Act applicable to a bill of exchange payable on demand apply to a cheque." Day, J., held that the plaintiffs were entitled to recover. On the appeal it was contended:—(1) that sub-section 4 of section 8 of the Act applied, and that by means of the special words of the crossing the cheque was made not transferable, and could only be paid to the account of the person indicated, and consequently the bank had no title to it, and could not maintain the action; (2) that the bank were not holders of the cheque in due course for value.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) affirmed the decision. LINDLEY, L.J., said that it had been contended that the bank could not maintain the action—first, because they had no right to sue upon the cheque at all, that it was not a transferable or negotiable instrument, and that no one could sue upon it but Moriarty himself. It must be remembered that the Bills of Exchange Act contained special provisions relating to cheques. His lordship was not satisfied that a cheque payable to order or bearer could be made not negotiable in any mode except that which was expressly pointed out in section 81 of the Act, that is, by writing the words "not negotiable" across it. It was not necessary to decide this point now. But he thought that those who intended that a cheque drawn to order or to bearer should not be negotiable should say so distinctly and unmistakably, for it was of the utmost importance that such cheques should not be embarrassing documents. But, assuming (without deciding it) that section 73 did make section 8 apply to cheques, and that it was possible to draw a cheque payable to order or bearer and at the same time to add words to it restricting its transferability, he thought those words must be very plain words. A cheque drawn to order or bearer must not be made a puzzle. The words used in the present case, "Account of J. F. Moriarty," certainly did not "prohibit transfer" of the cheque. Did they "indicate an intention that it should not be transferable?" His lordship thought not. The utmost they could mean was, a direction to place the amount of the cheque to the credit of the particular person's account. Any other construction would be utterly inconsistent with the nature of a document which was made payable to order or bearer. The only other question was whether the bank were holders of the cheque in due course and for value. The answer was plain. The cheque was not sent

to them merely for collection. The intention was that they should place the amount to the credit of Moriarty in order that he might draw upon it, and he did so. The bank were, therefore, *bona fide* holders of the cheque for value in due course. BOWEN, L.J., concurred, adding nothing on the first point. As to the second point, he said it was plain from the discussion in the House of Lords in *M'Lean v. Clydesdale Banking Co.* (9 App. Cas. 95), and, indeed, it was plain enough to commercial men before, that, when a cheque was sent to a bank to be placed to the credit of a particular customer, and that bank placed the amount to his credit, and allowed him to draw upon it, they were holders of the cheque for value and in due course. FRY, L.J., was far from certain that section 8 was not intended to classify bills of exchange under three heads—viz., bills which were not negotiable and bills which were negotiable, these being divided into bills payable to bearer and bills payable to order, and that a bill payable to order must always be a negotiable bill, and could not be made otherwise. But, assuming that a bill payable to order could be made not negotiable, still he was clearly of opinion that the words used here did not render the cheque not negotiable. Much clearer words must be used to countervail the use of the words "to the order."—COUNSEL, *Crumph, Q.C., Willea Chitty, and Ernest Pollock; Woolf, Q.C., and Houghton. SOLICITORS, Norris & Co.; Tatham & Lonsdale.*

High Court—Chancery Division.

Re GRAHAM'S TRUSTS—Chitty, J., 9th December.

PRACTICE—PAYMENT INTO COURT—NOTICE TO PERSONS INTERESTED—TRUSTEE RELIEF ACT (10 & 11 VICT. c. 96)—SUPREME COURT FUNDS RULES, 1886, r. 41.

In this case a question arose whether, upon payment by trustees of money into court under the Trustee Relief Act, notice of the affidavit should be served on the same persons and in the same way as it would have been if rule 34 of the Chancery Funds Consolidated Rules, 1874, had remained in force. *Re Stening's Trusts* (50 L. T. 586) was cited as possibly an authority in the affirmative.

CHITTY, J., said rule 41 of the Supreme Court Funds Rules, 1886, did not require the trustees to set out in the affidavit the names and addresses of the parties interested. Rule 34 of the Chancery Funds Consolidated Rules, 1874, was clearly repealed by rule 2 of the Funds Rules of 1884. By the Chancery Funds (Amended) Orders, 1874, r. 5, a trustee paying money into court under the Trustee Relief Act was required to give notice to the persons named in his affidavit to be made in pursuance of rule 34 of the Consolidated Rules, 1874. Order 5 of the Amended Rules, 1874, was, however, of no effect since the making of rule 41 of the 1886 rules. The change must be taken as having been deliberately made because of the great difficulty in giving notice. The money was often paid into court because the trustee did not know who was entitled, or he might not know the address. Besides, as the matter must in every case come before the court, the fund was sure not to be parted with until the right persons had been served. *Re Stening's Trusts* was not a decision that order 5 was still in force, but merely that in the particular case early notice was desirable.—COUNSEL, *Maclean, Q.C., and Prior; Methold. SOLICITORS, Johnson, Budd, & Johnson.*

FRAMES v. BULFONTEIN MINING CO.—Chitty, J., 4th December.

C COMPANY—REMUNERATION OF DIRECTORS BY PERCENTAGE ON PROFITS—SALE OF CONCERN AT A PROFIT—RECONSTRUCTION OF COMPANY.

By the articles of association of the defendant company (art. 57) its directors, of whom Frames, the plaintiff, was one, were entitled, as remuneration for their services per annum, to "either a sum of £300, or a sum equal to 3 per cent. on the net profits of the company of such year, whichever should be the larger sum." Profits were calculated up to the 31st of May in each year. In April, 1888, the company resolved on a voluntary winding up with the object of selling its undertaking and assets to a new company, called the New Bulfontein Mining Co., under an agreement by which it was to receive as consideration the sum of £624,800, payable by the allotment to the old company or the liquidator thereof, or their nominees, of 124,960 fully-paid shares of £5 in the new company, to the intent that such shares might be distributed amongst the members of the old company in proportion to their ordinary shares. The capital of the old company consisted of ordinary shares of the nominal amount of £162,000. There were five directors, and Frames' claim was for one-fifth of 3 per cent. on the difference in amount between these shares and the shares in the new company—viz., for a sum exceeding £3,500.

CHITTY, J., said that Frames' claim could not be sustained. Article 57 was addressed to a state of things when the company was a going concern, and the article did not point to a liquidation, or to the sale of the assets of the company as a whole. No doubt if the directors had sold any portion of the property of the company, the proceeds of any and each such sale would have had to be brought into the profit and loss account of each year; but the article was applicable merely to sales in the ordinary course of management of the business of the company, and not to a sale effected by virtue of powers paramount to those of the company's articles—that was to say, by means of the statutory powers conferred by the Companies Acts. Moreover, the remuneration of the directors was intended as a return for their services. A somewhat similar claim to the present had been negatived in the case of *Rishon v. Grissell* (L. R. 5 Eq. 396), and he agreed with that decision. The sale, being made after the resolution for a winding up, was outside the true meaning of the articles.—COUNSEL, *Dyane, Q.C., and Levett; Maclean, Q.C., and Ingle Joyce. SOLICITORS, Goldberg & Langdon; Hollans, Sons, Concord, & Harekley.*

LIVERPOOL AND MANCHESTER AERATED BREAD AND CAKE CO. v. FIRTH AND OTHERS—Stirling, J., 6th December.

PRACTICE—INTERROGATORIES—DISCOVERY—AMOUNT OF SECURITY FOR COSTS—FIVE DEFENDANTS SEVERING IN DEFENCE—SEPARATE SOLICITORS—SEPARATE DEPOSITS OF £5—R. S. C., XXXI., 26.

Adjourned summons. The plaintiff company brought an action against five defendants, claiming that certain payments and cheques made and given by the four first defendants in their capacities as directors of the plaintiff company to the fifth defendant, and certain other payments made by them to one of the said four defendants as special remuneration, should be declared improper, and certain other relief. The defendants were all represented by separate solicitors, and had put in separate defences. The plaintiff company took out a summons for affidavits of documents and discovery, and for liberty to deliver interrogatories to each of the defendants. Before the chief clerk the plaintiff company claimed to be entitled to this order upon payment of one sum of £5 only before delivery of the interrogatories, and of one sum of £5 upon the application for discovery. This order the chief clerk declined to make.

STIRLING, J., held that *Eder v. Attenborough* (37 W. R. 507, 23 Q. B. D. 130) was distinguishable from *Smith v. Reed* (W. N., 1883, p. 196). In *Eder v. Attenborough* the plaintiffs administered one set of interrogatories to the defendants, while in *Smith v. Reed* the interrogatories were separate and distinct sets. The practice established by *Smith v. Reed* had been followed for seven years in the chambers of the Chancery and Queen's Bench Divisions, and ought to be followed in the present case. In a case such as the present one defendant might have a defence of which the others could not avail themselves, there being different acts of misconduct alleged, so the defendants had properly severed in their defence. There must be a separate sum of £5 paid into court on each set of interrogatories, and, applying the same principle, a separate sum of £5 in each case in which discovery was sought.—COUNSEL, *Chadwick-Hesley; A. Dunham; Grosvenor Woods*. SOLICITORS, *Marland, Hewitt, Everett, & Urquhart; Hodgkinson & Watts; Crowders & Vizard, for Hoekin, Raby, & Beekton, Manchester.*

SCOTT v. HOMER—Kekewich, J., 3rd December.

PRACTICE—DELIVERY OF DEEDS—ORDER TO GIVE UP DOCUMENTS ALREADY DELIVERED—JUDGE—CHIEF CLERK—RIGHT OF SUITOR TO TAKE THE OPINION OF THE JUDGE—TIME AT WHICH TO APPLY FOR ADJOURNMENT—R. S. C., LV., 69.

This was an application to discharge an order made by the chief clerk. In December, 1889, an order had been made in the action for (*inter alia*) the delivery to the plaintiff of certain documents, including a mortgage deed of 1884. This deed and other documents were given up in January, 1890. On the 21st of July the plaintiff applied for a four day order for delivery of securities in the terms of the order of December, 1889, and on the 29th of July an order was made by the chief clerk in the terms of the summons. The chief clerk refused to refer the matter to the judge, and the defendant took out the present summons seeking to discharge the order of the 29th of July. The plaintiff admitted that some of the documents ordered by the chief clerk to be given up had already been delivered to him, and alleged that they had been inserted *per incuriam* in the schedule to his summons, which had been copied from the order of December, 1889.

KEKEWICH, J., said that the order ought to have specified the particular documents which the plaintiff said he had not had, and ought not to have referred in general terms to documents which had been already given up. The order must be discharged, with costs to be paid by the plaintiff. Another most important matter had arisen. It was said that the chief clerk had refused to adjourn the summons to the judge. His lordship thought there must have been some mistake. It was the absolute unqualified right of a suitor to come before the judge in person. That right must not be abused, and was subject to the suitor's risk of having to pay costs. The chief clerk's refusal was said to have been on the ground that the defendant was out of time. There had been from time to time a discussion as to the time when a party was bound to say that he wished to go to the judge; some said it must be at the time when the motion was refused; some said within a reasonable time; others not till the order was drawn up, but it was very difficult to lay down any absolute rule. Very likely the approach of the Long Vacation and the pressure of business made the chief clerk think that the defendant had had time enough, and only wished for an adjournment to the judge in order to delay the matter over the Long Vacation. If that was his view, it could not be said that he was wrong. But his lordship wished to state his opinion that a suitor was entitled to come to the judge, at the risk of costs, at any time until the order had become operative—that was, until it had been drawn up and passed, or something had been done under it. Till then he could say that he was not content with the judge's representative, but would go to the judge in person. The plaintiff's summons must be restored to the paper to be heard by the chief clerk or by the judge if the parties desired it. The order of the 29th of July must be discharged.—COUNSEL, *Marion, Q.C., & A. J. David; Wilkinson*. SOLICITORS, *Arnest Finny, for Weeks, Howlett, & Co., Birmingham; Underman & Brown, for Edward Mollard, Birmingham.*

Re THWAITES, YERBURN v. ASTON—Kekewich, J., 6th December.

PRACTICE—ORIGINATING SUMMONS—REMOVAL OF PROCEEDINGS FROM DISTRICT REGISTRY—R. S. C., XXXV., 13, 14, 16.

In this case proceedings had been commenced by originating summons issued in the Liverpool District Registry. The plaintiff and the defendant A., who was one of the trustees of the testator's will, were resident in

London, the other trustee was resident in Lancashire. The testator's real property was situate in Leicestershire, Lancashire, Scotland, and London, and comprised a large brewery in Lancashire. This was a summons by A. asking, as a matter of right, that the proceedings might be removed from the district registry to London.

KEKEWICH, J., said that the proceedings did not come within the terms of ord. 35, r. 13, nor, in consequence, within the terms of rule 14, which dealt only with the cases referred to in rule 13. All the sub-rules of rule 13 commenced with the words "Where the writ," and were limited to proceedings commenced by writ, and in such proceedings only was a defendant entitled as of right to removal. The case came within rule 16, under which the convenience of the parties must be considered. A large part of the property was situate within the district registry, including the business of the brewery. Out of the four trustees appointed by the testator, three had been resident in Lancashire, and the trustee about to be appointed would, probably, be a Lancashire man. There would be no inconvenience caused by leaving the matter in the district registry, and the summons must be refused.—COUNSEL, *Warrington, Q.C., and Ingle Joyce; Marten, Q.C., and P. O. Lawrence; Enshaw, Q.C., and Rylands; Farwell; Vernon Smith*. SOLICITORS, *Crawley, Arnold, & Co.; Wynne, Holmes, & Wynne, for Whitley & Co., Liverpool; Roscliff & Co.*

WILLIAMSON v. HINE BROTHERS—Kekewich, J., 5th December.

PRINCIPAL AND AGENT—MANAGING OWNERS OF SHIPS ALSO SHIPBROKERS—COMMISSIONS FOR PROCURING FREIGHTS.

This was an action by one of the co-owners of certain ships against the managing owners for an account of alleged secret profits and commissions. The defendants received as their remuneration for management a fixed sum for each ship. Judgment, which was affirmed on appeal, had been given dismissing the greater part of the plaintiff's claim, but directing an inquiry whether it was within the duties of the defendants as managing owners of the ships, or otherwise as agents of the plaintiff and the other owners, to procure freights and charters; and, if so, an account of the sums received by them by way of commission or brokerage in respect of such chartering or freightage. The chief clerk, by his certificate, answered this inquiry in the affirmative. This was a summons by the defendants to vary the certificate.

KEKEWICH, J., said that a paid agent was bound to discharge for a reasonable remuneration all the duties, however multifarious or troublesome they might be, which were covered by the terms of his agency. If he were called upon to do anything outside the terms of his agency he would be entitled to make a special bargain, and ask for remuneration upon a special footing. But if he did anything within the terms of his agency, he could neither charge for it in his accounts nor secretly take a commission in respect of it. For example, an estate agent could not make any profit in the supply of timber for cottages, the repair of which he was bound to look after; but if asked to buy a carriage, he would be entitled to take a commission for so doing, the matter being outside his duties as estate agent. A managing owner was entitled to employ brokers, and, if a shipbroker himself, could employ himself, but then he was not to make any secret profit. His lordship came to the conclusion, on the evidence, that it was one of the duties of a managing owner to procure charters and freights; and held that this came within the terms of the defendants' duties as managing owners, as to which they were not entitled (in the absence of any special bargain) to make a charge, or to charge the ship with commission.—COUNSEL, *Gorell Barnes, Q.C., and Farwell; Warrington, Q.C., and Askin Cross*. SOLICITORS, *J. K. Holmes; H. Nelson Paisley.*

Re JOSHUA STUBBS & CO. (LIM.); BURNAY AND THE BIRMINGHAM DISTRICT BANKING CO. (LIM.) v. J. STUBBS & CO. (LIM.) AND W. ABBOTT—Kekewich, J., 3rd December.

COMPANY—WINDING UP—MORTGAGE—LEAVE TO CONTINUE DEBENTURE-HOLDERS' ACTION—OFFICIAL LIQUIDATOR—RECEIVER.

Summons by mortgagees of debentures and property of the company for leave to proceed with an action to realise their security notwithstanding the winding up of the company; and motion by the official liquidator of the company to discharge an order appointing a receiver and to appoint himself receiver in his place. The debentures were charged upon the whole of the company's property, present and future, including uncalled capital, but not including freeholds and leaseholds. The freeholds were mortgaged to W. Abbott, who also held most of the debentures. The mortgage was transferred to, and the debentures were deposited with, the plaintiffs, the bank, to secure the account of the company. The account being overdrawn to the extent of £4,127, the bank commenced an action, and on the 2nd of October, 1890, an order was made on their application appointing a receiver. An injunction had been granted which would have the effect of stopping the business of the company, and on the 15th of October a winding-up order was made and an official liquidator appointed. The plaintiffs appeared and did not oppose the appointment.

KEKEWICH, J., said that on the summons he should make an order giving the plaintiffs leave to continue the action. On the motion a more difficult question arose. There was no rule on the subject, but it was the practice to have only one representative of the company in general, and the secured creditors in particular. But it was not the uniform practice to appoint the official liquidator receiver for the debenture-holders; more frequently the debenture-holders' receiver was appointed liquidator. A difficulty arose with respect to the remuneration of the liquidator and the rights of the general creditors where the debentures included the whole property of the company. Here the debenture-holders were present as creditors when the liquidator was appointed and did not support or oppose; but they ought to have at once insisted on the appointment of their own nominee.

Under the circumstances he must refuse the motion of the official liquidator and allow the receiver to remain. The plaintiffs' costs would be costs in the action and the liquidator's costs would come out of the assets.—COUNSEL, *Warrington, Q.C.*, and *R. J. Parker; Renshaw, Q.C.*, and *Ashton Cross*. SOLICITORS, *Field, Roscoe, & Co.*, for *Smith, Pinsent, & Co.*, Birmingham; *Henshall Fereday*, for *Reece, Harris, & Harris*, Birmingham.

BELLAMY v. WELLS—Romer, J., 6th December.

NUISANCE—CLUB—CROWDS—WHISTLING FOR CABS—NOISE FROM CABS—INJUNCTION.

This was an action, known as the *Pelican Club case*, in which the question arose as to the principles which should guide the court in granting an injunction against the use of a club for the purpose of glove fights, boxing contests, music, or other sports or entertainments so as to be an annoyance and injury to the occupants of adjoining houses. The action was brought by the owners, lessees, and occupiers of No. 33, Gerrard-street, Soho, against the proprietor of the Pelican Club, which was opened in February, 1890, on the site of two houses, 34 and 35, Gerrard-street. The principal causes of complaint were of the loud singing of songs and choruses, and pianoforte-playing, lasting until 2 a.m. or later; the gathering together of large crowds of noisy and disorderly people upon the occasion of monthly pugilistic encounters, whereby much disturbance was created; a gathering of cabs outside the club, the cabmen of which indulged in violent language; and the constant whistling to attract them. It was argued on behalf of the club that, as to certain of these complaints, they were groundless, and that, as to others, the club could not be held liable for the noise created by the crowds and by the collection of cabs in the vicinity of the club. On the other hand, it was argued that the case of *Walker v. Brewster* (5 Eq. 25) was directly in point, and shewed distinctly that the club was liable for the nuisance caused to neighbours by persons outside it over whom it had no control.

ROMER, J., said: The case sought to be established by the plaintiffs may be divided into three heads—first, nuisance caused by certain boxing contests held at the club; secondly, nuisance caused by the whistling for the cabs and carriages for members leaving the club, and the noise of the cabs and carriages themselves; and, thirdly, nuisance caused by music and singing in the club, and applause consequent thereon. The result of the evidence is that on three occasions a large mob collected when pugilistic encounters took place, and the noise created an intolerable nuisance to the occupiers of the adjoining houses. Can the defendant be held liable for this? He had not invited the mob, but the question turns on this, whether the collection of the crowd was not the probable consequence of the defendant's acts? If it was, he was liable on the principle of the pigeon-shooting case—*King v. Moore* (3 B. & Ad. 4)—and also *Walker v. Brewster* (5 Eq. 25). The collection of this crowd was a probable consequence of the defendant's acts, and the defendant apprehended it, as he gave notice to the police. The plaintiffs are entitled to an injunction on this head. The collection of such crowds at a late hour is not using the club premises in an ordinary way, but is materially interfering with the ordinary comfort of existence of adjoining occupiers "according to plain, sober, and simple notions among the English people": *Walter v. Selfe* (4 De G. & S., p. 322). Next, as to whistling for cabs. The club is a late one, and at all hours after twelve, up to as late as six in the morning, cabs are whistled for by the usual loud street whistle familiar to all, and then the cabs answer and pass rapidly to the club over the cobbles of the street. Cabs often race, and the cabmen indulge in violent language. The result is that the neighbours are awakened at all hours, and an injunction must go on that head too. It was true a householder had a right to call cabs with a whistle, but in this case the user was in no wise an user of an ordinary or common kind. It was not the ordinary practice to keep a house open until six in the morning for guests, and to call cabs for them frequently between twelve and six in the morning. As to the third head, the complaint of nuisance by music, singing, and applause, his lordship held it was not substantiated. The injunction granted was to run in these terms: "An injunction to restrain the defendant from carrying on, or permitting to be carried on, by himself, his manager or agents, the business or concern of the Pelican Club on club premises in the pleadings mentioned so as to cause a nuisance by noise to the plaintiffs, or any of them, as owners, lessee, or occupiers of No. 33, Gerrard-street, or any of their tenants or under-lessees, (1) by cabs or carriages driving to or leaving the club premises, and the whistling for carriages or cabs to the club between the hours of midnight and seven a.m.; and (2) by any crowd caused to be assembled by the boxing contests or entertainments held at the club premises.—COUNSEL, *Sir E. Clarke, S.G.*, *R. Neville, Q.C.*, and *Roscoe*; *Sir R. E. Webster, A.G.*, *Haldane, Q.C.*, and *Swinfen Eady*. SOLICITORS, *Holt, Beever, & Co.*; *Hasties*.

High Court—Queen's Bench Division.

BAXTER v. LONDON COUNTY COUNCIL—9th December.

CORONER—FIXED SALARY—RIGHT OF ACTION AGAINST COUNTY COUNCIL IN SUBSTITUTION FOR JUSTICES—PREROGATIVE WRIT OF MANDAMUS—COUNTY CORONERS ACT, 1860 (23 & 24 VICT. C. 116), s. 4.

In this action Mr. Wynne Baxter, coroner for the South-Eastern Division of the county of Middlesex, sought to have his rights declared in respect of his salary as coroner. The action had originally been brought against the treasurer and two of the justices of the county, who by consent appeared to represent the county justices: the county council had been substituted for them as defendants. The facts were as follows:—In 1886 the plaintiff

succeeded Sir John Humphreys as coroner for the Eastern Division of the county. Sir J. Humphreys' salary had been fixed earlier in the same year at £2,208. In 1887 the Home Secretary fixed the plaintiff's salary at substantially the same amount. In 1888 the division was divided (by order of the Privy Council) into North-Eastern and South-Eastern Divisions, the plaintiff being appointed to take the inquests in the latter division. Section 4 of the County Coroners Act, 1860 (23 & 24 VICT. C. 116), provides (in effect) for the payment of coroners by annual salaries instead of by fees and for the determination of the amount (in default of agreement between the coroner and the justices) by the Home Secretary; the salary so fixed to be liable to revision at the end of a period of five years. The plaintiff claimed to be entitled to the whole salary although the district had been divided.

DAY, J., in giving judgment, said that the real question was whether the plaintiff was entitled to a continuance of his salary for a period ending with the expiration of five years from the date when it was fixed, either for his predecessor or for himself, by the Home Secretary. The defendants contended that he was not so entitled; that since his appointment his district had been sub-divided, and his salary as fixed had ceased, and that it must be fixed again, having regard to the altered circumstances of the case. How long did the period of five years last? Did it come to an end when the coroner ceased to hold office, or did it run on into the term of office of his successor? He had come to the conclusion that it ended with the coroner's life. The plaintiff was, therefore, not bound by the valuation made in the case of Sir John Humphreys. Where there was a fresh election of a coroner a salary must be fixed. The Home Secretary was right in fixing the plaintiff's salary, and as it was fixed in 1887 it would run on till 1892. The sub-division of the district did not deprive the plaintiff of his right to his salary. He held a freehold office, with a salary fixed for five years, and he was entitled to receive it for that period. It was, however, clear that the plaintiff could not succeed in this action. His proper remedy was by prerogative writ of *mandamus*. This was not a matter in which an action would lie between the parties. As to the claim being for a declaration of rights only, the court would not make such a declaration where it had no power to give relief. It was clear that there was no jurisdiction to bind the parties to the action. The county council were substituted for the justices, and he had never heard of an action brought against justices *quâ* justices; neither could justices give consent to such an action being brought against them. They could only be made amenable by a prerogative writ of *mandamus*. The plaintiff had mistaken his remedy, and therefore, although his contention was well founded, judgment must be for the defendants.—COUNSEL, *Jeune, Q.C.*, and *Ashton Cross*; *R. S. Wright, Danckwerts*, and *Lochnis*. SOLICITORS, *Wynne Baxter & Keeble*; *R. Ward*.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst.; Mr. Thomas Henry Stephens (Cardiff) in the chair. The other directors present were Messrs. H. Morten Cotton, Edwin Hedger, Grinham Keen, Richard Pennington, R. Pidcock (Woolwich), Henry Roscoe, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £235 was distributed in grants of relief; three new members were admitted to the association; and other general business was transacted.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

At a meeting of the committee held after the annual meeting the following were elected officers of the society for the coming year:—President, Mr. F. Archer; vice-president, Mr. A. F. Warr; hon. treasurer, Mr. C. H. Morton; hon. secretaries, Mr. W. T. Rogers and Mr. G. Norton.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Dec. 8.—F. J. Hawkins, Esq. (president), in the chair. A paper was read by O. H. Hardy, Esq., barrister-at-law, on "Admiralty 'Actions in rem,' their Nature and Statutory Limits."

MONMOUTHSHIRE INCORPORATED LAW SOCIETY (LAW STUDENTS' SECTION).—An ordinary meeting of this section was held in the Police-court, Town-hall, Newport, on Wednesday, the 3rd inst. Roger Evans, Esq., occupied the chair. After the general business and discussion of the queries, a debate took place on moot point No. 12—viz., "Was the decision of the Court of Appeal in the case of *Hugill v. Masher* correct?" Mr. T. Colborne opened in the affirmative, and was supported by Mr. Ivor Evans. Mr. A. M. Tapsen then opened in the negative, supported by Mr. B. Jacobs. On the question being put to the meeting, the affirmative was carried by one vote.

. We regret that pressure on our space this week compels us to leave over much matter.

LEGAL NEWS.

OBITUARY.

Mr. Baron HUDDLESTON died at his residence, 43, Ennismore-gardens, South Kensington, on the 5th inst. He was born in 1815, and was the son of Mr. Thos. Huddleston, by his marriage with Alethea, daughter of Mr. H. Hitchens, of St. Ives, Cornwall. Mr. Huddleston matriculated at Trinity College, Dublin. He afterwards came to England and acted as usher in a school, and later on he was called to the bar at Gray's-inn in Trinity Term, 1839, and went the Oxford Circuit, and also attended the Worcester and Stafford Sessions and the Old Bailey. He was made a Queen's Counsel in 1857, and in the same year was elected a bencher of Gray's-inn. After unsuccessful attempts in Worcester in 1852, Shrewsbury in 1857, and Kidderminster in 1859 and 1861, he was elected Member of Parliament for Canterbury in 1865, and held the seat until 1868. In 1872 he married Lady Diana, daughter of the ninth Duke of St. Albans, and in 1874 he was elected Member of Parliament for Norwich. From 1866 to 1875 he was judge advocate of the fleet and counsel to the Admiralty. He refused to accept the post of Solicitor-General in 1874, and was appointed judge of the Court of Common Pleas in February, 1875. In May, 1875, he was appointed baron of the Court of Exchequer. In November, 1875, he became a judge of the High Court of Justice, Exchequer Division, and in 1879 a judge of the Queen's Bench Division. The learned judge has been in ill health for many years, and has often performed his judicial functions with great discomfort to himself.

APPOINTMENTS.

Mr. ROBERT SAMUEL WRIGHT has been appointed a Judge of the Queen's Bench Division, in succession to the late Mr. Baron Huddleston. Mr. Wright was born in 1839 and is the son of the Rev. Edward Henry Wright, rector of Litton, Somerset. He was educated at Oriel College, Oxford, where he graduated with distinction. He took first class in Classical Moderations in 1859, and in 1860 he took first class in Literæ Humaniores; he also obtained prizes in Latin verse, English essay, and the Arnold essay. He obtained the degree of B.C.L. in 1863 and M.A. in 1864. He was a fellow of Oriel, and is now an honorary fellow. He was called to the bar at the Inner Temple in June, 1865, and joined the Northern Circuit. He has been junior counsel to the Treasury since 1883, and he was Common Law Lecturer to the Incorporated Law Society in 1877-78. He is author of *The Law of Criminal Conspiracies and Agreements*, and joint author of an *Outline of Local Government and Local Taxation*.

The Hon. STEPHEN WILLIAM BUCHANAN COLERIDGE, son of the Lord Chief Justice, has been appointed by his father Clerk of Assize on the South Wales Circuit. Mr. Coleridge was called to the bar at the Middle Temple on the 19th of May, 1886, and has for some years acted as private secretary to his father in succession to his brother, the Hon. Bernard Coleridge, M.P.

Mr. JOHN ROSE, of the Oxford Circuit, has been appointed Recorder of Hanley, in the place of Mr. J. B. Brindley, deceased. Mr. Rose is the son of Mr. John Randolph Rose, of Stockton-on-Trent, and was born on the 17th of June, 1841. He was called to the bar at Gray's-inn on the 6th of June, 1868. Since 1877 he has been a member of the Joint Board of Legal Examiners of the Four Inns of Court. He married on the 30th of March, 1883, Janet Susan, only daughter of the late Mr. Charles Darling, of Langham Hall, Essex. Mr. Rose practises on the Oxford Circuit.

Sir ALEXANDER EDWARD MILLER, Q.C., LL.D., has been appointed an Ordinary Member of the Council of the Governor-General of India. Sir A. E. Miller is the son of Mr. Alexander Miller, of Ballycastle, co. Antrim, Ireland, and was born in 1828. He graduated at Trinity College, Dublin, where he won several prizes and gold medals. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1854, and was for several years editor of the *Solicitors' Journal*. He became a Queen's Counsel in 1872, and a bencher of his inn in the same year. He was a legal member of the Railway Commission from February, 1877, till December, 1888. In 1889 he was appointed a Master in Lunacy.

Mr. HENRY SUTTON, barrister, of the North-Eastern Circuit, has been appointed Junior Common Law Counsel to the Treasury, in succession to Mr. R. S. Wright, the new judge. He is the second son of Mr. James Sutton, of Sharnlow Hall, Derby, J.P., and is a B.A. of Christ's College, Cambridge. He was called to the bar at Lincoln's-inn on the 30th of April, 1870, and married, on the 2nd of October, 1872, Caroline Elizabeth, elder daughter of Mr. John Nanson, of Carlisle, by whom he has had issue.

Mr. DALZELL HENRY JOHN CHALMERS, solicitor, of 65 and 66, Chancery-lane, has been appointed a Commissioner for Oaths. Mr. Chalmers was admitted a solicitor in March, 1879.

Mr. JOHN THOMAS BENDSWORTH SEWELL, solicitor, of 10, Bedford-row, London, W.C., has been appointed a Commissioner for Oaths. Mr. Sewell was admitted a solicitor in June, 1884.

Mr. HENRY KERBY, solicitor, of 2, Lancaster-place, Waterloo-bridge, London, W.C., has been appointed a Commissioner for Oaths. Mr. Kerby was admitted a solicitor in May, 1884.

Mr. HAYNE SMITH, solicitor, of Dartmouth, Devon, has been appointed a Commissioner for Oaths. Mr. Smith was admitted a solicitor in April, 1884.

Mr. ARTHUR LEOPOLD MIERS, solicitor, of 177, Great Portland-street,

Portland-place, London, W., has been appointed a Commissioner for Oaths. Mr. Miers was admitted a solicitor in August, 1883.

Mr. HERBERT BAMFORD, solicitor, of 201, Great Portland-street, London, W., has been appointed a Commissioner for Oaths. Mr. Bamford was admitted a solicitor in June, 1879.

Mr. THOMAS WM. TEMPANY, solicitor, of 25, Bedford-row, London, W.C., has been appointed a Commissioner for Oaths. Mr. Tempany was admitted a solicitor in November, 1879.

Mr. ROBERT JAMES GOOCH, solicitor, of 5, Fenchurch-buildings, London, E.C., has been appointed a Commissioner for Oaths. Mr. Gooch was admitted a solicitor in July, 1879.

Mr. THOS. WM. BOYDELL, jun., solicitor, of Watford, has been appointed a Commissioner for Oaths. Mr. Boydell was admitted a solicitor in February, 1879.

Mr. JOSEPH MONTAGUE HASLIP, solicitor, of 6, Martin's-lane, Cannon-street, E.C., has been appointed a Commissioner for Oaths. Mr. Haslip was admitted a solicitor in December, 1884.

Mr. FREDERICK HALL, solicitor, of Leeds, has been appointed a Commissioner for Oaths. Mr. Hall was admitted a solicitor in August, 1884.

Mr. THOMAS JOHN SERVINGTON SAVERY KING, solicitor, of 41, Chapel-street, Marylebone-road, has been appointed a Commissioner for Oaths. Mr. King was admitted a solicitor in Michaelmas Term, 1868.

Mr. JOSEPH HODGSON VEVERS, solicitor, of Leeds, has been appointed a Commissioner for Oaths. Mr. VEVERS was admitted a solicitor in March, 1884.

Mr. CHARLES WALTER ODDIE, solicitor (of the firm of TORT, JANEWAY, GRIBBLE, ODDIE, & SINCLAIR), of 38, Bedford-row, W.C., and 19, Parliament-street, Westminster, has been appointed a Commissioner for Oaths. Mr. Oddie was admitted a solicitor in January, 1879.

Mr. C. G. SHERWOOD, solicitor, of 23, John-street, Bedford-row, London, W.C., has been appointed a Commissioner for Oaths.

Mr. GEORGE HUGGINS, solicitor, of Corporation-street, Birmingham, has been appointed a Commissioner for Oaths. Mr. Huggins was admitted a solicitor in August, 1882.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

JAMES PUGH and GEORGE JASON PHILLIPS, solicitors (Pugh & Phillips), Northampton. Dec. 2. [*Gazette*, Dec. 9.]

GENERAL.

Mr. William Cook, of No. 4, Myddleton-square, E.C., writes to us to inquire whether any of our readers can inform him where to obtain busts of the judges suitable for a law library?

The death is recorded of Mr. Archibald Campbell Swinton, who, after a brilliant career at the Scottish bar, was in 1852 appointed to the professorship of Civil Law in the University of Edinburgh, and held that position for twenty years.

On the 4th inst., in the House of Commons, objection was taken to progress being made with (among other Bills) the Solicitors (Magistracy) Bill, and the First Lord of the Treasury, having given a pledge that no private business should be taken before Christmas, all the measures mentioned were deferred.

The late Mr. Thomas Ainsworth, solicitor, of Blackburn, has, says the *Standard*, bequeathed £2,000 to the Blackburn and East Lancashire Infirmary, £2,000 to the Blackburn Ragged School, and £2,000 to the Governors of the Blackburn Grammar School for founding scholarships. He has also left his large and valuable library and collection of paintings to the Blackburn Free Library.

Can a magistrate's clerk, says the *Daily News*, fitly undertake the duties of a prosecuting solicitor? Mr. Justice Wills declares that he cannot. "What," asked the judge, "would people think of me if I were to get a guinea for every person convicted, and nothing for those who are acquitted?" Mr. Justice Wills was careful to guard against being supposed to throw "the slightest suspicion" upon the clerk of the police-court; but he was not the less emphatic in denouncing the system as "an abominable one," which ought to be "prohibited by Act of Parliament."

A daily newspaper says:—"Without pretending to rival Dr. Koch or M. Pasteur, Mr. Justice Hawkins has established a fair claim to a place among the discoverers of cures. At the Chelmsford Assizes last week a prosecutor had begun to give his evidence in half-inaudible tones, when this judge, with that twinkle in the eye which is so familiar to gentlemen at the bar, observed, 'I will give you something for your throat. Remember that I shall not allow you any expenses if you don't speak louder.' This prescription is stated to have been at once attended by 'a marvellous cure.'"

At a recent meeting of the Newbury Town Council there was a lengthened discussion on the recent sentences of the recorder of the borough, Mr. G. M. Dowdeswell, Q.C. A resolution was moved by Alderman Lucas expressing strong disapproval of the sentences of penal servitude for minor offences, believing that such severity tends more to harden than to reform offenders. Mr. Lucas said that the recorder had recently imposed two sentences of five years' penal servitude for minor

offences, and contended that heavy sentences were not reformatory or deterrent, and that cumulative sentences were not desirable, quoting the opinions of the Lord Chief Justice, Mr. Justice Stephen, Mr. Justice North, and the recorders of Reading and Liverpool in support of his arguments. Several members defended the action of the recorder as only in accordance with the law, and as each of the prisoners had been previously convicted the sentences were only just. After a rather lively debate the resolution was adopted by a majority of one, the mayor declining to vote. The grand jury at the recent quarter sessions made a presentment to the recorder on the same subject.

At the Chelmsford Assizes, says the *Times*, Mr. Justice Hawkins heard the case of *Reg. v. Dines*, in which Mr. J. H. Murphy appeared to prosecute the prisoner, a private in the Norfolk Regiment, for an assault upon a girl of the age of twelve. Mr. Murphy proposed to call the child's sister, aged nine, to give confirmatory evidence. After the oath had been tendered, but before the girl kissed the Testament, Mr. Justice Hawkins asked the witness if she understood what she had been listening to. The girl said "Yes," but could give no further explanation, whereupon his lordship remarked that the form of oath used in courts of justice was most unfortunate. In his opinion it was constantly the case that boys and girls took an oath not at all understanding what was said to them; and, if careful inquiry was made, it would turn out that many adults, when uneducated, were equally incompetent to follow the complicated form of oath administered to them. It would be far better if some such simple form as this, "I swear to God to speak the truth," were used, and then any person who had any belief in God could understand what he was saying.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT	Mr. Justice	Mr. Justice
	No. 2.	CHITTY.	NORTH.
Monday, December15	Mr. Jackson	Mr. Lavin	Mr. Rolt
Tuesday16	Cloves	Carrington	Farmer
Wednesday17	Jackson	Lavin	Rolt
Thursday18	Cloves	Carrington	Farmer
Friday19	Jackson	Lavin	Rolt
Saturday20	Cloves	Carrington	Farmer
	Mr. Justice	Mr. Justice	Mr. Justice
	STIRLING.	KEKEWICH.	ROMER.
Monday, December15	Mr. Ward	Mr. Pugh	Mr. Godfrey
Tuesday16	Pemberton	Beal	Leach
Wednesday17	Ward	Pugh	Godfrey
Thursday18	Pemberton	Beal	Leach
Friday19	Ward	Pugh	Godfrey
Saturday20	Pemberton	Beal	Leach

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAGGETT.—Dec. 3, at 20, Victoria-square, Newcastle-on-Tyne, the wife of William Daggett, solicitor, of a son.
MAWDESLEY.—Nov. 27, at 16, Fairfield-terrace, Dewsbury, the wife of Ernest Mawdesley, B.A., LL.B., Town Clerk of Dewsbury, of a daughter.

MARRIAGES.

ACWORTH—WILSON.—Dec. 9, at St. Mary's Church, Glasgow, Andrew Oswald Acworth, barrister-at-law, of Calcutta, to Ellen Mary, daughter of the late Charles Henry Haldane Wilson, of Endrick Bank, Stirlingshire, N.B.
BROWN—GARDNER.—Dec. 9, at Holy Trinity, South Shore, Blackpool, Charles Frederick Brown, M.A., solicitor, of Birmingham, to Adeline, eldest daughter of the late Robert Kershaw Gardner, of Manchester.
STEWART—RIDGWAY.—Dec. 9, at St. Peter's, Eaton-square, Henry Allen Holden Stewart, of the Inner Temple, to Georgiana Barbara, youngest daughter of the late Joseph Ridgway, of Wallishees, Lancashire, and sister of the Hon. Mrs. Gathorne-Hardy.

DEATHS.

AINSWORTH.—Dec. 3, at 9, Albert-terrace, Blackpool, Thomas Ainsworth, of Blackburn, solicitor, aged 93.
BATCHELOR.—Dec. 7, at Plymouth, Frederick William Batchelor, B.A., Sidney Sussex College, Cambridge, Barrister-at-law, aged 34.
HAUGHTON.—Dec. 6, at Kilmacurragh, Rathdrum, Ireland, William Haughton, barrister, of 9, New-square, Lincoln's-inn, and 81, Holland-road, Kensington, W.
JULL.—Dec. 7, at 63, Inverness-terrace, Kensington-gardens, W., George Montagu Jull, solicitor, aged 66.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALMOUS, SON, & CO, LIMITED—Petn for winding up, presented, Dec 3, directed to be heard before Kekewich, J, on Saturday, Dec 13. Baylis & Pearce, Church et albs, Old Jewry, solors for petnrs.
AUTOMATIC DOOR AND TURNSTILE CO, LIMITED—Petn for winding up, presented Dec 1, directed to be heard before Stirling, J, on Dec 13. Browne & Co, Church et, Ironmonger lane, solors for petnrs.
GREAT BRIT GOLD MINING CO, LIMITED—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to Mr Alick R Ramsey, 2, Metal Exchange bldgs, Gracechurch st.
HETT, MAYOR, & CO, LIMITED—Creditors are required, on or before Jan 6, to send their names and addresses, and the particulars of their debts or claims, to John Francis Clarke, 41, Coleman st. Friday, Jan 30, at 12, is appointed for hearing and adjudicating upon the debts and claims.
NOTRE DAME DES VICTOIRES (TRAFFIC) GOLD MINING CO, LIMITED—Petn for winding up, presented Nov 29, directed to be heard before Stirling, J, on Saturday, Dec 13. Snell & Co, George st, Mansion House, solors for petnrs.
POWERS CARBON CO, LIMITED—Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Douglas Arthur:

Onslow and George James Frederick Tate, at the office of Grantham Robert Dodd, 54, New Broad st.
SUN HALL COTTON SPINNING CO, LIMITED—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to William Morton, Hyde, Chester Monday, Jan 12, at 12, is appointed for hearing and a judicialing upon the debts and claims.
SWISS MILK POWDER CO, LIMITED—Petn for winding up, presented Dec 1, directed to be presented before Chitty, J., on Dec 13. Boxall & Boxall, Chancery lane, solors for the petn.

WESTERN COUNTIES STEAM BATTERIES AND MILLING CO, LIMITED—Petn for winding up, presented Dec 4, directed to be heard before Stirling, J, on Dec 15. Talbot & Tasker, Bedford row, agents for Dixon, Bristol, solors for petnrs.

UNLIMITED IN CHANCERY.

CONSERVATIVE BENEFIT BUILDING SOCIETY—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to Thomas Stephen Evans, 6, Bucklersbury Tuesday, Feb 10, at 11, is appointed for hearing and adjudicating upon the debts and claims.

LONDON AND YORKSHIRE MUTUAL MONEY CLUB CO—Petn for winding up, presented Dec 3, directed to be heard before North, J, on Dec 13. Chadwick, Bedford row, agent for Welsh & Sykes, Huddersfield, solors for petnrs.

NEWCASTLE, NORTHUMBERLAND, AND DURHAM PERMANENT BENEFIT BUILDING SOCIETY—Creditors are required, on or before Jan 1, to send their names and addresses, and particulars of their debts or claims, to Thomas Bowden, 42, Mosley st, Newcastle upon Tyne. Thursday, Jan 22, at 12, is appointed for hearing and adjudicating upon the debts and claims.

London Gazette.—TUESDAY, Dec. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLCHIN, LINNELL, & CO, LIMITED—Petn for winding up, presented Dec 8, directed to be heard before Kekewich, J, on Saturday, Dec 20. Ashurst & Co, Throgmorton avenue, solors for petn.

DEFENCE VESSEL CONSTRUCTION CO, LIMITED—By an order made by Chitty, J, dated Nov 15, it was ordered that the company be wound up. Scott, King William st, agents for Stobo & Livingston, Newcastle upon Tyne, solors for petnrs. Chitty, J, has fixed Friday, Dec 19, at 11, at his chambers, for the appointment of an off ligdor.

HAWLEY & BRIDGWOOD, LIMITED—Kekewich, J, has by an order dated Nov 21, appointed George Arthur Mitcheson, Stoke on Trent, to be off ligdor.

JOINT STOCK ASSOCIATION, LIMITED—By an order made by Chitty, J., dated Nov 15, it was ordered that the voluntary winding up of the association be continued. Ashurst & Co, Throgmorton avenue, solors for petn.

MIDLAND ASSETS CO, LIMITED—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts and claims, to Francis Atkin, 1, Cobden chambers, Pelham st, Nottingham.

PETER CONNOR, MCINTYRE, & CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to William Hill, 26, Hanover st, Liverpool.

SURESNES RACECOURSE CO, LIMITED—Kekewich, J, has fixed Dec 18, at 12, at his chambers, for the appointment of an official liquidator.

UNITED STATES GOLD PLACERS (NEW CO), LIMITED—Petn for winding up, presented Dec 8, directed to be heard before Kekewich, J, on Saturday, Dec 13. Lee & Pemberton, Lincoln's inn fields, solors for petnrs.

WATERLEY COMMERCIAL AND FAMILY HOTEL CO, LIMITED—By an order made by Stirling, J, dated Nov 28, it was ordered that the voluntary winding up of the company be continued. Winter & Co, Bedford row, solors for petn.

UNLIMITED IN CHANCERY.

THE STEAM SHIP OWNERS' MUTUAL PROTECTING AND INDEMNITY ASSOCIATION—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to J. Stanley Micalfe, Maritime bldgs, Newcastle upon Tyne.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

COUNTY GENERAL CREDIT, DISCOUNT, AND INVESTMENT CO, LIMITED—Petn for winding up, presented Dec 4, directed to be heard before the Vice Chancellor, on Wednesday, Dec 17, at 10.30, at the Assize Courts, Salford. Higson, Preston, solors for petn.

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, National Schoolroom, Quorndon, Leicester Dec 4
REHABILES FRIENDLY SOCIETY, Rehoboth Tent, Corris, R.S.O., Merioneth Dec 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 25.

CORNER, REINE, Shepperton. Dec 19. Cass v Block, Chitty, J. Foster, Gray's inn sq
SMITH, EDWARD, South Brewham, Somerset, Yeoman. Jan 5. Sherring v Smith, Stirling, J. Davies, Sherborne

London Gazette.—FRIDAY, NOV. 28.

FINLAYSON, WILLIAM, Sheffield, Brass Founder. Dec 26. Sheffield Smelting Co v Finlayson, Chitty, J. Branson, Sheffield
HEATHCOTE, REV GILBERT VIVIAN, West Deeping, Lincoln. Dec 31. Perceval v Heathcote, North, J. Houseman, Prince's st, Westminster
LLOYD-EDWARDS, FRANCIS WILLIAM, Nanhorton, Carnarvon, Esq. Jan 1. Williams & Co v Trench, Kekewich, J. Western, Essex st, Strand
RHIND, JOHN, Bournemouth, Gent. Jan 2. Rhind v Rhind, Chitty, J. Maples, Frederick's pl, Old Jewry
WILSON, THOMAS, Whitehaven, Plasterer. Dec 23. Telford v Potts, Chitty, J. Paitson, Whitehaven

UNDER 22 & 23 VICT. CAP 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 23.

BEER, GEORGE, Canterbury, Gent. Jan 6. Farley, Canterbury
BEST, MARY ANN, Manchester rd, Bolton. Feb 1. Greenhalgh & Cannon, Bolton
BETTS, KATHERINE, Leekhampton, Glos. Dec 22. Colmore & Monokton, Birmingham
BROOKS, MARY ANNE, Penarth, Glam. Dec 23. Bloose & A Waldron, Cardiff
CHURCH, ROBERT MONK, Southsea, Gas Engineer. Jan 10. Raper & Freeland, Chichester
COLNSETT, WALTER, Fleet st, Licensed Victualler. Dec 23. Robins & Co, Lincoln's inn fields
DILLOS, RIGHT HON SARAH AUGUSTA, Viscountess, Rushbourne. Jan 12. Markby & Co, New square, Lincoln's inn
ELLIOTT, JOHN, Sheffield, Inkeeper. Dec 27. Binney & Sons, Sheffield
FISHER, MORRIS, Coedybrain, Kerry, Montgomery, Gent. Dec 17. Talbot & Watkins, Newtown
FRAMPTON, HENRY WILLIAM, Winchester, Merchant. Dec 31. Bailey & White, Winchester
FREEMAN, WALTER, Dover st, Piccadilly, Baker. Jan 10. Gascotte & Fowler, York bldgs, Adelphi

HARRIS, WILLIAM ROBERT, Old Sleaford, Lincs, Agricultural Implement Maker. Jan 21. Peaks & Co, Sleaford
 HAWWOOD, MARY ANN, Charlbury, Oxon. Dec 31. Vanderpump & Son, Gray's inn square
 HOULDER, LOUISA, Southall. Dec 10. Houlder, Lonsdale chambers, Chancery lane
 HUMPHREY, JOHN, Darlaston, Staffs, Victualler. Dec 5. Thorneycroft, Wolverhampton
 JOHNSON, JOHN JAMES, West Broyle, nr Chichester, H.M.'s Counsel. Jan 10. Raper & Freeland, Chichester
 LAWRENCE, MARY, Coates, Glos. Jan 10. Mullings & Co, Cirencester
 LADDON, REV. HENRY PARRY, Amers ct. Jan 1. Valpy & Co, Lincoln's inn fields
 LANGARD, MARY HAY, Fawcett st, South Kensington. Dec 15. Guscotte & Co, Essex st, Strand
 LOWE, HENRY, Bath rd, Bedford pk, Esq. Feb 1. Raper & Freeland, Chichester
 MEACOCK, ROBERT, Woolton, nr Liverpool, Gent. Jan 22. Whitley & Co, Liverpool
 MYER, SYDNEY, Hereford, Hop Merchant. Jan 1. Myer, New Bridge st
 NORTHGRAVES, JAMES, Kingston upon Hull, Builder. Dec 20. Williamson, Hull
 PRACHEY, EDMUND, Chichester, Solicitor. Feb 1. Raper & Freeland, Chichester
 PHILLIPS, JOHN, Chipping Norton, Oxon, Fellingmonger. Dec 24. Wilkins, Chipping Norton
 PIGOTT, GEORGINA FRANCES, Langbrook, Havant, Southampton. Jan 10. Raper & Freeland, Chichester
 PURCHER, ROBERT, Myddleton rd, Wood Green, retired Boot Manufacturer. Jan 1. Poncione, jun, Raymond bldgs, Gray's inn
 ROBINSON, JANE, Whittington, Lancs. Dec 29. Fawcett, Carnforth
 ROSSALL, JOHN, Salisbury sq, Gent. Dec 22. Cheese, Strand
 ROYLE, SARAH, Cleo Hall, Wolverley, Worcs. Jan 1. Corser & Co, Stourbridge
 SAYLE, ROBERT HENRY, Queen Victoria st, Solicitor. Jan 31. Sayle & Co, Queen Victoria st
 SAYLES, GRACE, Blacker Hill, nr Barnsley. Jan 21. Wake & Co, Sheffield
 SHAYER, BENJAMIN, Gracechurch st. Dec 19. Harris & Son, Bishopgate Churchyard
 SHUBERT, RICHARD CHARLES, Erith, Kent, Surgeon. Dec 28. Parish & Hickson, St. Swithin's lane
 TEULON, MATILDA, Limsfield, Surrey. Dec 26. Drake & Co, Rood lane
 THOMAS, GEORGE EVAN, Regent st, Solicitor. Jan 26. Whitehouse, Charles st, St. James's square
 TRAYERS, CAROLINE, Folkestone. Dec 27. A. D. & L. J. D. Brockman, Folkestone
 WALTER, ELIAS, Fish st hill, formerly Contractor. Dec 31. Cooper, Croydon
 WOOD-BESLY, EDMUND HEYSHAM, Stock Exchange, Esq. Dec 31. Wadeson & Malleson, Austinfrans

London Gazette.—TUESDAY, Dec. 2.

AUBREY, ZOE ADELAIDE, Boyvy Tracey, Devon. Dec 27. Dimond & Son, Wimpole st
 BARBER, Right Rev. JOSEPH, Lord Bishop of Durham, Bishop Auckland. Dec 17. Peele, Durham
 BELL, ALICE, Ford, nr Shrewsbury. Dec 31. Wade, Shrewsbury
 BILLINGS, WILLIAM, Leicester, Gent. Jan 1. Watts, Leicester
 BLAND, ROBERT, QUEEN ST, HAMMERSMITH. Dec 31. A. J. & A. T. Bland, Coboury Cottage, Queen st, Hammersmith
 BOLT, JAMES, Plymouth, Gent. Dec 31. Gidley & Son, Plymouth

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 5.

RECEIVING ORDERS.

ADAMS, WILLIAM, The Quadrant, West Kensington park, Builder High Court Pet Nov 15 Ord Dec 2
 ARMSTRONG, EDWARD, Uleby, Lincs, Baker Great Grimsby Pet Dec 1 Ord Dec 1
 BLUMENTHAL, JULIUS, Whittington avenue, Merchant High Court Pet Dec 2 Ord Dec 2
 BRUNSON, THOMAS, Cranham, Glos, Innkeeper Gloucester Pet Dec 1 Ord Dec 1
 BURTON, ARTHUR, and DAVID BURTON, Leeds, late Butchers Leeds Pet Dec 2 Ord Dec 2
 CLUTTON, GEORGE, Cambridge, Baker Cambridge Pet Dec 1 Ord Dec 1
 DAISLEY, EDWARD, Albion buildings, Bartholomew close, Commission Agent High Court Pet Dec 2 Ord Dec 2
 DAVIES, HAMLET LLOYD, Peniarde, Llancwrst, Denbighshire, Surgeon's Assistant Portmadoc and Blaenau Ffestiniog Pet Nov 28 Ord Nov 28
 DICKINSON, WILLIAM, London Colney, nr St Albans, Horse Slaughterer St Albans Pet Dec 1 Ord Dec 1
 FERGUSON, WALTER, Rudston, Yorks, Tailor Scarborough Pet Dec 3 Ord Dec 3
 GOODRICK, JOHN, Clementhorpe, Yorks, Joiner York Pet Nov 29 Ord Dec 1
 GREEN, CHARLES, Bedford Leigh, Lancs, Joiner Bolton Pet Dec 2 Ord Dec 2
 HODGE, STEPHEN, Fenswade, Basket Maker Truro Pet Dec 2 Ord Dec 2
 HOLBROOK, JOHN DEAN, Leicester, Hatter Leicester Pet Dec 1 Ord Dec 1
 JONES, CHARLES, Cardiff, Painter Cardiff Pet Nov 28 Ord Nov 28
 JONES, JAMES GILBERT, Wrexham, Boot Dealer Wrexham Pet Dec 3 Ord Dec 3
 JONES, JOHN EDWARD, Llandidoc, Montgomery, Draper Newtown Pet Dec 3 Ord Dec 3
 LEACH, GEORGE, Leeds, Painter Leeds Pet Dec 1 Ord Dec 1
 LETCH, THOMAS, Buxton st, Mile End New Town, Miller's Traveller High Court Pet Dec 3 Ord Dec 3
 LEWIS, DAVID ROBERT, Llandudno, Carnarvonshire, Hotel Keeper Bangor Pet Dec 1 Ord Dec 1
 LEWIS, ISAAC, Langview, Uak, Mon, Farmer Newport, Mon Pet Dec 2 Ord Dec 2
 MARLIN, JOHN, Warwick rd, Ealing, retired Hardware Merchant High Court Pet Dec 1 Ord Dec 1
 MCGIVY, WILBERFORCE, Sparkbrook, Birmingham, Warehouse Clerk Birmingham Pet Dec 1 Ord Dec 1
 MERRICK, ROBERT, WILLIAM, Bristol, Timber Merchant Bristol Pet Nov 29 Ord Dec 2
 MOORE, JAMES, New Kent rd, Confectioner High Court Pet Dec 1 Ord Dec 1
 PICKFORD, JAMES, Essex rd, Islington, Builder High Court Pet Nov 19 Ord Dec 3

PITT, GEORGE, East Grinstead, Wilts, Farmer Salisbury Pet Dec 1 Ord Dec 1
 PRITCHARD, MARIA, Llandudno, Hotel Keeper Bangor Pet Nov 29 Ord Nov 29
 ROBINSON, JAMES, Aisen rd, Holloway, Ink Manufacturer High Court Pet Dec 1 Ord Dec 1
 SARTORIUS ALGERNON, Rifehill, Hants, Gent Portsmouth Pet Oct 28 Ord Nov 28
 TEW, EDWARD JOSEPH, Walsall, Butcher Walsall Pet Dec 1 Ord Dec 1
 TOWERS, JAMES, Priors Marston, Warwickshire, Tailor Warwick Pet Dec 1 Ord Dec 1
 TURNER, JAMES, Powick, Worcs, Farmer Worcester Pet Dec 1 Ord Dec 1
 WARDALL, WILLIAM, Kingston upon Hull, Painter Kingston upon Hull Pet Dec 1 Ord Dec 1
 WYNN, RICHARD HORTON, Wobstanton, Staffs, Colliery Viewer Hanley, Burslem, and Tunstall Pet Dec 2 Ord Dec 2

FIRST MEETINGS.

ABBOTT, CHARLES THRELWELL, New inn, Strand, Solicitor Dec 16 at 11 33, Carey st, Lincoln's inn
 BALE, THOMAS EDWARD, Hethercott, Norfolk, Butcher Dec 13 at 12 Off Rec, 8, King st, Norwich
 BARNETT, FREDERICK, Leeds, Foreman Printer Dec 12 at 11 Off Rec, 22, Park row, Leeds
 BARRETT, ERNEST WRIGHT, Halifax, Brass Founder Dec 15 at 11 Off Rec, Halifax
 BEADLE, WILLIAM, Penge, Surrey, Plumber Dec 12 at 12.30 24, Railway approach, London bridge
 BEAUMONT, HUBERT, late Piccadilly, Gent Dec 16 at 2.30 33, Carey st, Lincoln's inn
 BENHAM, ARTHUR WAREY, Stoke by Nayland, Suffolk, Farmer Dec 13 at 12.30 Townhall, Colchester
 BOURNE, GEORGE, Brighton, Publican Dec 15 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 CAMPBELL, NEIL EDWARD, late Holloway rd, Mineral Water Manufacturer Dec 16 at 12 33, Carey st, Lincoln's inn
 CAPLEN & REDGRAVE, Croydon, Surrey, Builders Dec 12 at 11.30 24, Railway approach, London bridge
 CLUTTON, GEORGE, Cambridge, Baker Dec 15 at 12 Off Rec, 5, Petty Cury, Cambridge
 COLLINGS, ROBERT, Burnley, Butcher and Farmer Dec 18 at 2 Exchange Hotel, Nicholas st, Burnley
 COOKSON, RICHARD, Cowan Bridge, Tunstall, Lancs, Tailor Dec 13 at 11 120, Highgate, Kendal
 COUPLAND, HENRY CURRIE, Buxton, Derbyshire, Licensed Victualler Dec 12 at 11.30 Off Rec, County chambers, Market pl, Stockport
 CROOKER, WILLIAM HENRY, and FREDERICK CROOKER, 61 Dover st, Builders Dec 12 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 DOUGLAS, WILLIAM, Fenchurch bldgs, Fenchurch st, Commission Agent Dec 17 at 12 33, Carey st, Lincoln's inn fields
 EDWARDS, FREDERICK, Leicester, Coal Agent Dec 12 at 12.30 Off Rec, 34, Friar lane, Leicester

BROOKS, GEORGE, Mansfield, Notts, Gent. Jan 7. Alcock, Mansfield
 BROWN, WILLIAM, Leeds. Jan 5. Markland & Co, Leeds
 COWELL, JAMES DUNCAN, Grange park, Ealing, formerly Major. Feb 21. Woolley, Gt Winchester st
 COX, CLARA ELIZABETH, Rue St Paul, Antwerp, Belgium. Jan 8. Crump & Son, Phil-pot lane
 CREWE, SIR JOHN HALPUS, Calke Abbey, Derby, Bart. Jan 1. Clowes & Co, King's Bench walk, Temple
 DAVIES, SARAH MADDY, Jan 5. Humphrys, Hereford
 EDWARDS, RICHARD, Norton, Radnor, Farmer. Jan 1. Temple & Philpin, Kington, Herefordshire
 FLETCHER, WILLIAM, Falsgrave, Scarborough, Coal Agent. Jan 12. Drawbridge, Scarborough
 GRIFFIN, SAMUEL BIRD, Clevedon, Somerset, Auctioneer. Jan 14. Wood, Wrigton, R.S.O.
 HOLDEN, JOHN, Camden rd, Camden Town. Jan 1. Holmes, North bldgs, Eldon st
 HOPPERTON, HARRIOT, Edgmont, Torquay. Jan 15. Nisbet & Daw, Lincoln's inn fields
 KELLY, JOHN HENRY, Vigo st, Regent st, Bookseller. Dec 31. Laundry & Co, Argyll chambers, Strand
 LITTLEHALES, MARY, Lansdowne rd, Notting hill. Jan 15. Inman & Co, Bath
 LUSTON, JOHN, Hatherleigh, Devon, Machinist. Jan 8. Pearce, Hatherleigh
 MANSLEY, JAMES, New Follon, Halifax, Brewer. Jan 10. England, Halifax
 PALEY, JOSEPH, Countersett, Aysgarth, York, Farmer. Jan 30. Emmett, Burnley
 RANDALL, GEORGE, Hampton in Arden, Warwickshire, Farmer. Jan 2. Chinn, Birmingham
 ROBERTS, HANNAH, Bank cottage Junction, nr Delph, Yorks. Jan 6. Rowntree, Oldham
 SANFORD, MART, Dover. Jan 6. Stilwell & Harby, Dover
 SMYTH, THOMAS GRAHAM, La Fosse, Villefranche, nr Nice, France, Clerk in Holy Orders. Jan 1. Taylor, Gray's inn sq
 TIMARU, FRANCIS FLEVY, Sedgfield, Durham, Clerk in Holy Orders. Dec 24. Watson & Smith, Durham
 VOILE, EMMA ANNETTE, Bidborough st, Manufacturing Confectioner. Dec 31. Carr & Martin, Gt Tower st
 WADDILOVE, ALFRED, Longcot Lodge, Bedford Park, D.C.L., Advocate. Jan 1. Keen & Co, Knight Rider st
 WEBB, HENRY THOMAS, Stanborough Farm, nr Hatfield, Herts, Gent. Jan 1. Hicks & Son, Gray's inn
 WHITE, HENRY, Lancaster pl, Strand, Clerk in Holy Orders. Jan 10. Tarrant & Mack-fell, Wallbrook
 WHITE, THOMAS, Birchfield, Birmingham. Jan 12. Ryland & Co, Birmingham

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—(ADVT.)

If you require an advance upon House Property on advantageous terms, or if you desire to invest your money safely in Shares or in Deposit at a moderate rate of interest, apply to the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C.—(ADVT.)

FOAX, WILLIAM, Cardiff, Haulier Dec 16 at 3 Off Rec, 28, Queen st, Cardiff
 FOSTER, FREDERICK, Reh, New Winning, Durham, Draper Dec 12 at 4.30 Three Tuns Hotel, Durham
 FRANK, ROBERT, Norton, Malton, Yorks, Cattle Dealer Dec 12 at 3.30 Off Rec, 74, Newborough st, Scarborough
 FRANKS, WILLIAM MALCOLM, Witherington rd, Highbury, Builder Dec 17 at 11 33, Carey st, Lincoln's inn fields
 GRAHAM, LAWRENCE BEESOCK, Bury st, St James's, Gent Dec 16 at 1 33, Carey st, Lincoln's inn fields
 GREEN, CHARLES, Bedford Leigh, Lancs, Joiner Dec 12 at 11 16, Wood st, Bolton
 GREEN, THOMAS, West Bromwich, late Brass Founder Dec 15 at 10.45 County Court, West Bromwich
 HARRIS, WILLIAM HENRY, Worcester, Glove Manufacturer Dec 14 at 10.30 Off Rec, Worcester
 HAYTON, THOMAS, Oxenholme, Westmrd, Joiner Dec 13 at 11.30 120, Highgate, Kendal
 HILL, ANDREW HAWKLEY, Liverpool, Whiting Merchant Dec 15 at 3 Off Rec, 25, Victoria st, Liverpool
 HOBSON, GEORGE, Leeds, Joiner Dec 15 at 11 Off Rec, 22, Park row, Leeds
 HOLBROOK, JOHN DEAN, Leicester, Hatter Dec 15 at 3 Off Rec, 34, Friar lane, Leicester
 HOPKINSON, ELIZABETH, Ilkley, Yorks, Lodging house Keeper Dec 12 at 3 Off Rec, 22, Park row, Leeds
 JAMES, THOMAS, Comberton, Orleton, Herefordshire, Timber Dealer Dec 13 at 12.30 2, Offa st, Hereford
 JENKINS, WILLIAM, Bradford, Commission Agent Dec 12 at 11 Off Rec, 31, Market row, Bradford
 JONES, CHARLES, Cardiff, Painter Dec 16 at 2 Off Rec, 28, Queen-st, Cardiff
 LEWIS, ISAAC, Langview, Uak, Mon, Farmer Dec 16 at 12 Off Rec, Council chambers, Corn st, Newport
 LOCKE, JOHN, Heddon st, Regent st, Cloth Merchant Dec 16 at 12 Bankruptcy buildings, Portugal st, Lincoln's inn fields
 LONGBOTTOM, THOMAS, Leeds, formerly Licensed Victualler Dec 15 at 12 Off Rec, 28, Park row, Leeds
 MERRICK, ROBERT WILLIAM, Bristol, Timber Merchant and Saw Mills Proprietor Dec 15 at 12.30 Off Rec, Bank chambers, Bristol
 MIDDLETON, RICHARD, Windermere, Fish Dealer Dec 13 at 12 120, Highgate, Kendal
 MITCHELL, ROBERT THORNTON, Ardwick, Manchester, Solicitor's Clerk Dec 12 at 3.15 Off Rec, Ogden's chambers, Bridge st, Manchester
 PITT, GEORGE, East Grinstead, Wilts, Farmer Dec 16 at 3.15 Off Rec, Salisbury
 PLATT, MICHAEL, Kingston upon Hall, Grocer Dec 12 at 11 Off Rec, Trinity House lane, Hull
 PURNELL, WILLIAM, Postpoy, Mon, Bootmaker Dec 12 at 11 Off Rec, Council chambers, Corn st, Newport, Mon
 ROBINSON, CLAUDE, Scarborough, Jeweller Dec 12 at 11.30 Off Rec, 74, Newborough st, Scarborough
 SMITH, GEORGE, Hull Bank, Newland, Yorks, Farmer Dec 16 at 11 Off Rec, Trinity House lane, Hull

SPARROW, EDWIN NASH, Cophall chmbrs, Stockbroker Dec 17 at 2.30 38, Carey st, Lincoln's inn fields
 THOMAS, JOHN ROWLAND, Rhyt, Clerk in Holy Orders Dec 12 at 3.30 Belvoir Hotel, Rhyt
 THOMAS, REECE, Askam in Furness, Lancs, Hatter Dec 15 at 3 Off Rec, 16, Cornwalls st, Barrow in Furness
 TURNER, JAMES, Powick, Worcs, Farmer Dec 14 at 10.15 Off Rec, Worcester
 VARDON, GEORGE PHILIP, Cheetham, nr Manchester Dec 12 at 3 Off Rec, Ogden chmbrs, Bridge st, Manchester

The following amended notices are substituted for those published in the London Gazette, Dec. 2.

BORRINGTON, JOHN THOMAS, Derby, Plumber Dec 10 at 11 Off Rec, St James's chmbrs, Derby
 SMITH, FREDERICK GEORGE, and THOMAS SMITH, New Brompton, Gillingham, Kent, Builders Dec 15 at 12.30 Off Rec, High st, Rochester

ADAMSON, FRANK, Liverpool, Cabinet Maker Liverpool Pet Nov 6 Ord Dec 2

ARMSTRONG, EDWARD, Uleby, Lincs, Baker Great Grimby Pet Nov 27 Ord Dec 1

ATKINSON, ALEXANDER, late Warwick rd, Earl's Court, Member of the Institution of Civil Engineers High Court Pet Oct 31 Ord Dec 3

BARNETT, ERNEST WRIGHT, Halifax, Brass Founder Halifax Pet Nov 29 Ord Dec 2

BEARD, HENRY, Cheltenham, Law Stationer Cheltenham Pet Oct 18 Ord Dec 2

BRUNSDON, THOMAS, Cranham, Glos, Innkeeper Gloucester Pet Dec 1 Ord Dec 1

BUCHANAN, WILLIAM ABERNETHY, Piccadilly, Archery Manufacturer High Court Pet Oct 16 Ord Dec 3

BURTON, ARTHUR, and DAVID BURTON, Leeds, late Butchers Leeds Pet Dec 2 Ord Dec 2

CAMILL, STEPHEN, South Shields, Solicitor's Clerk Newcastle on Tyne Pet Nov 29 Ord Dec 1

CLUTTON, GEORGE, Cambridge, Baker Cambridge Pet Dec 1 Ord Dec 1

COOPER, GEORGE, Aldershot, Draper Guildford and Godalming Pet Nov 18 Ord Nov 28

COX, JOHN, Jun, Bedford, Bristol, Builder Bristol Pet Nov 21 Ord Dec 3

DAVIES, HANLEY LLOYD, Peniarde, Llanrwst, Denbighshire, Surgeon's Assistant Portmadoc and Blaenau Ffestiniog Pet Nov 27 Ord Nov 28

FERGUSON, WALTER, Rudston, Yorks, Tailor Scarborough Pet Dec 3 Ord Dec 3

GREEN, CHARLES, Bedford Leigh, Lanes, Joiner Bolton Pet Dec 2 Ord Dec 2

JONES, CHARLES, Cardiff, Painter Cardiff Pet Nov 28 Ord Nov 28

LEACH, GEORGE, Leeds, Painter Leeds Pet Dec 1 Ord Dec 1

LETCH, THOMAS, Buxton st, Mile End New Town, Miller's Traveller High Court Pet Dec 3 Ord Dec 3

MARLIN, JOHN, Warwick rd, Ealing, retired Hardware Merchant High Court Pet Dec 1 Ord Dec 1

McEVOT, WILKESPOUR, Sparkbrook, Birmingham, Warehouse Clerk Birmingham Pet Dec 1 Ord Dec 2

MOORE, JAMES, New Kent rd, Confectioner High Court Pet Dec 1 Ord Dec 1

MULLINS, LILLIAN, Parkstone, Poole, Dorset, Licensed Victualler Poole Pet Nov 13 Ord Dec 3

PERKS, WILLIAM, Ladywood, Birmingham, Grocer Birmingham Pet Nov 28 Ord Dec 1

PRITCHARD, MARIA, Llandudno, Hotel Keeper Bangor Pet Nov 29 Ord Nov 29

ROBINSON, JAMES, Alton rd, Holloway, Ink Manufacturer High Court Pet Dec 3 Ord Dec 3

SHAW, JAMES VEITCH, Worthing, Sussex, of 20 occupation High Court Pet Sept 9 Ord Dec 3

TOWERS, JAMES, Priors Marston, Warwickshire, Tailor Warwick Pet Nov 29 Ord Dec 1

TURNER, JAMES, Powick, Worcs, Farmer Worcester Pet Dec 1 Ord Dec 2

VARDON, GEORGE PHILIP, Cheetham, nr Manchester Manchester Pet Nov 18 Ord Dec 1

WARDLE, WILLIAM, Kingston upon Hall, Painter Kingston upon Hall Pet Dec 1 Ord Dec 1

WILLIAMS, EDWARD, Baghill, Flint, General Dealer Chester Pet Nov 7 Ord Dec 3

London Gazette.—TUESDAY, Dec. 9.

RECEIVING ORDERS.

BEEVER, CHARLES BERNARD, Nottingham, Watchmaker Nottingham Pet Dec 4 Ord Dec 4

BENJAMIN, SAMUEL, Doncaster gardens, Kilburn, Basket Manufacturer High Court Pet Dec 6 Ord Dec 6

BESS, CHARLES EDWARD, ATHLETIC EDWARD ASHLEY, and JOHN GREY RUSSELL, King William st, General Merchants High Court Pet Dec 4 Ord Dec 4

BERRY, MARTHA, Bradford, Lithographer Bradford Pet Dec 6 Ord Dec 6

BOWDEN, WALTER, Canterbury, Plasterer Canterbury Pet Dec 5 Ord Dec 5

BRASSINGTON, ALOYSIUS, Crediton, Devon, Veterinary Surgeon Exeter Pet Dec 4 Ord Dec 4

BROWN, WILLIAM JOHN, Darlington, Innkeeper, Stockton on Tees and Middlesbrough Pet Nov 21 Ord Dec 3

DRAKE, HARRY, Great Horton, Bradford, Worsted Spinner Bradford Pet Dec 4 Ord Dec 4

FIELD, ARTHUR E., Birmingham, Hotel Manager Birmingham Pet Nov 28 Ord Dec 5

GIL, JOSEPH VALDEHERRA, Love lane, Merchant High Court Pet Dec 6 Ord Dec 6

HAINES, CATHERINE MARY, Melbourne, Derbyshire, Manufacturer of Textile Fabrics Derby Pet Nov 21 Ord Dec 5

HALDON, the Right Hon. LAWRENCE HERBERT, Baron, Torquay Exeter Pet Nov 5 Ord Dec 5

HARRIS, JOHN, Tynnewydd, Ogmore Vale, Glam, Builder Cardiff Pet Dec 5 Ord Dec 5

HAYWOOD, SYDNEY, Griffithham, Leics, Grocer Leicester Pet Dec 5 Ord Dec 5

HEKILL, EDWARD LORRAINE, Gorton, nr Liverpool, Iron Merchant Liverpool Pet Dec 4 Ord Dec 4

HEMER, ADELAIDE ROSE, Totterdown, Somerset, Married Woman Bristol Pet Dec 5 Ord Dec 5

HERMAN, EDWARD THOMAS, jun, Moorfield, Stationer High Court Pet Nov 18 Ord Dec 5

HILL, WILLIAM, Landport, Confectioner Portsmouth Pet Dec 5 Ord Dec 5

HODGENS, THOMAS H., Gledstones rd, West Kensington High Court Pet Nov 21 Ord Dec 5

HOTLY, EDWIN, Luddenden Foot, Yorks, Commission Agent Halifax Pet Nov 22 Ord Dec 6

LANGTON, THOMAS HENRY, Wakefield, Joiner Wakefield Pet Dec 4 Ord Dec 4

MAWSON, ELLEN, Dingle, Liverpool, Boot Dealer Liverpool Pet Dec 4 Ord Dec 4

MERCER, RICHARD, Bolton, Boot Maker Bolton Pet Dec 5 Ord Dec 5

NAYLOR, WILLIAM HENRY, Louth, Aerated Water Manufacturer Great Grimby Pet Nov 35 Ord Dec 5

NEVE, JOHN, Otterden, nr Faversham, Kent, Farmer Canterbury Pet Dec 5 Ord Dec 5

PERRYMAN, JOHN JAMES, Old Windsor, Builder Windsor Pet Dec 5 Ord Dec 5

PETERSON, PETER, Manselton, Swansea, Grocer Swansea Pet Dec 4 Ord Dec 4

POOL, RICHARD ANDREW, Leicester, Licensed Victualler Leicester Pet Dec 5 Ord Dec 5

RUSSELL, HENRY DALLMAN, Nottingham, Lace Manufacturer Nottingham Pet Dec 5 Ord Dec 5

SCOTTON, GEORGE WILLIAM HEATHEN, Chard, Somerset, Bootmaker Taunton Pet Dec 4 Ord Dec 4

WALMSLEY, SAM, and JONATHAN LEACH INGLE, Bradford, Engineers Bradford Pet Dec 4 Ord Dec 5

WARBURTON, SARAH GREGORY, Bradford, Grocer Manchester Pet Dec 6 Ord Dec 6

WATKINS, ERNEST, Aldermanbury Postern, Manufacturer's Agent High Court Pet Dec 5 Ord Dec 5

The following amended notice is substituted for that published in the London Gazette, Nov. 11.

MITCHELL, CHARLES, Liverpool, Chartered Accountant Liverpool Pet Oct 27 Ord Nov 8

FIRST MEETINGS.

ALLEN, JAMES, Wolvercote, Oxon, Carman Dec 16 at 11.30 1, St Aldate's, Oxford

ASHFORD, MARGARET, Windsor, Spinster Dec 16 at 2 Townhall, Windsor

BARNETT, ABRAHAM, Portesdown rd, Maids Vale, Builder Dec 19 at 11 38, Carey st, Lincoln's inn fields

BRASSINGTON, ALOYSIUS, Crediton, Devon, Veterinary Surgeon Dec 18 at 10 Off Rec, 13, Bedford circus, Exeter

BROWN, WILLIAM LAX VACE, Manchester, India Rubber Manufacturer Dec 16 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

BRUNSDON, THOMAS, Cranham, Glos, Innkeeper Dec 16 at 4 Imperial Hotel, Stroud

BURTON, ARTHUR, and DAVID BURTON, Leeds, late Butchers Dec 17 at 11 Off Rec, 22, Park row, Leeds

DAVIES, HANLEY LLOYD, Peniarde, Llanrwst, Denbighshire, Surgeon's Assistant Dec 16 at 2 King's Head Hotel, Holywell

DRAKE, HARRY, Great Horton, Bradford, Worsted Spinner Dec 18 at 11 Off Rec, 31, Main row, Bradford

DUNN, JOHN HENRIQUE, Allsop place, Regent's Park, late Co-operative Store Keeper Dec 19 at 1 33, Carey st, Lincoln's inn fields

ELTON, HENRY ROBERT, Chancery lane, Solicitor Dec 19 at 12 33, Carey st, Lincoln's inn fields

GOODRICH, JOHN, Clementhorpe, Yorks, Joiner Dec 16 at 12 Off Rec, York

HAINES, CATHERINE MARY, Melbourne, Derbyshire, Manufacturer of Textile Fabrics Dec 19 at 12 Off Rec, 86 James's chmbrs, Derby

HALE, JOSEPH, Southport, Bricklayer Dec 17 at 3 Off Rec, 35, Victoria st, Liverpool

HARRIS, JOHN, Aberavon, Glam, Builder Dec 17 at 3 Off Rec, 97, Oxford st, Swansea

HAYWOOD, SYDNEY, Griffithham, Leics, Grocer Dec 16 at 12.30 Off Rec, 34, Friar lane, Leicester

HILL, WILLIAM, Landport, Confectioner Dec 29 at 3 Off Rec, Cambridge Junction, Portsmouth

HODGE, STEPHEN, Penzance, Basket Maker Dec 16 at 12.30 Off Rec, Boscawen st, Truro

JONES, JOHN EDWARD, Llandudno, Montgomery, Draper Dec 17 at 1 Off Rec, Llandudno

KING, GEORGE, Fulham rd Dec 17 at 2.30 Bankruptcy bldgs, Lincoln's inn fields

LEACH, GEORGE, Leeds, Painter Dec 17 at 12 Off Rec, 22, Park row, Leeds

LUCK, JABEZ, East Bedford, Notts, Labourer Dec 18 at 12.30 Off Rec, 31, Silver st, Lincoln

MALTYE, FRANCIS WILLIAM, Liverpool, Insurance Superintendent Dec 18 at 12.15 Off Rec, 31, Silver st, Lincoln

MARRS, JACOB, Old Kent rd, Tailor Dec 18 at 2.30 Bankruptcy buildings, Portugal st, Lincoln's inn fields

MERCER, RICHARD, Bolton, Boot Maker Dec 18 at 11 10, Wood st, Bolton

MITCHELL, CHARLES, Liverpool, Chartered Accountant Dec 17 at 4 Off Rec, 35, Victoria st, Liverpool

MOORE, JAMES, New Kent rd, Confectioner Dec 18 at 12 33, Carey st, Lincoln's inn fields

OLDMAN, ALFRED EDWARD, Bethnal green rd, Cheesemonger Dec 18 at 11 33, Carey st, Lincoln's inn fields

PETERSON, PETER, Manselton, Swansea, Grocer Dec 17 at 3.30 Off Rec, 97, Oxford st, Swansea

PORTER, WILLIAM, Oxford, College Servant Dec 17 at 11.30 1, St Aldate's, Oxford

SINCOCK, ELIZABETH HANNAH VIVIAN, Cheltenham, Lodging house Keeper Dec 20 at 4 15 County Court buildings, Cheltenham

SMITH, JAMES, Leith, Edinburgh, Bag Merchant Dec 18 at 4 Off Rec, 22, Park row, Leeds

TAY, EDWARD JOSEPH, Walsall, Butcher Dec 18 at 11.30 Off Rec, Walsall

TRIPP, JOHN NAYLOR, Sunderland, Draper Dec 17 at 12.30 Off Rec, 35, John Jan, Sunderland

WARD, CHARLES JAMES, Railway approach, London bridge, Public house Broker Dec 17 at 11 Bankruptcy bldgs, Lincoln's inn

WILDING, DAVID, Nechells, Birmingham, Baker Dec 18 at 11 25, Colmore row, Birmingham

WYNNE, RICHARD HORTON, Wolstanton, Staffs, Colliery Viewer Dec 19 at 10.30 Off Rec, Newcastle under Lyme

ADJUDICATIONS.

BARNARD, ARTHUR, Epsom, Surrey, Gent Croydon Pet June 24 Ord Dec 3

BEEVER, CHARLES BERNARD, Nottingham, Watchmaker Nottingham Pet Dec 4 Ord Dec 4

BELL, PHILIP WILLIAM, Witton Hall Farm, Witton Gilbert, Durham, Farmer Durham Pet Oct 27 Ord Dec 4

BERRY, MARTHA, Bradford, Lithographer Bradford Pet Dec 6 Ord Dec 6

BOUNDS, WALTER, Canterbury, Plasterer Canterbury Pet Dec 5 Ord Dec 5

BRASSINGTON, ALOYSIUS, Crediton, Devon, Veterinary Surgeon Exeter Pet Dec 4 Ord Dec 4

DAISLEY, EDWARD, Albion bldgs, Bartholomew close, Commission Agent High Court Pet Dec 2 Ord Dec 5

DAVIES, RICHARD, Landyrog, nr Denbigh, Farmer Bangor Pet Nov 4 Ord Dec 5

DRAKE, HARRY, Gt Horton, Worsted Spinner Bradford Pet Dec 4 Ord Dec 4

ENGELHARD, CHARLES WILLIAM, Gt St Helen's, Importer of Foreign Goods High Court Pet Sept 30 Ord Dec 6

GIL, JOSEPH VALDEHERRA, Love lane, Eastcheap, Merchant High Court Pet Dec 6 Ord Dec 6

GREY, THOMAS, Ashby de la Zouch, Leics, Carter Burton on Trent Pet Nov 19 Ord Dec 4

HALE, JOSEPH, Southport, Bricklayer Liverpool Pet Nov 18 Ord Dec 6

HAMES, JOHN, Tynnewydd, Ogmore Vale, Glam, Builder Cardiff Pet Dec 5 Ord Dec 5

HAYWOOD, SYDNEY, Griffithham, Leics, Grocer Leicester Pet Dec 5 Ord Dec 5

HEMER, ADELAIDE ROSE, Totterdown, Somerset, Married Woman Bristol Pet Dec 5 Ord Dec 5

HILL, WILLIAM, Landport, Confectioner Portsmouth Pet Dec 5 Ord Dec 5

HODGE, STEPHEN, Penzance, Basket Maker Truro Pet Dec 1 Ord Dec 3

HOLBROOK, JOHN DEAN, Leicester, Hatter Leicester Pet Dec 1 Ord Dec 1

HONNICH, ALEXANDER, Bishopgate st, Merchant High Court Pet Oct 11 Ord Dec 6

LANGTON, THOMAS HENRY, Wakefield, Joiner Wakefield Pet Dec 4 Ord Dec 4

LEA, WILLIAM SMITH, Hanley, Cement Manufacturer Hanley Pet Oct 10 Ord Dec 4

LEWIS, ISAAC, Langueville, Usk, Mon, Farmer Newport, Mon Pet Dec 2 Ord Dec 4

MACHPAIL, A LAMONT, Stoke Newington rd, Doctor of Medicine High Court Pet Oct 1 Ord Dec 6

MITCHELL, CHARLES, Liverpool, Chartered Accountant Liverpool Pet Oct 22 Ord Dec 4

MAKERS, ALFRED, Meeting House lane, Peckham, Builder's Foreman High Court Pet Nov 29 Ord Dec 5

NEVE, JOHN, Otterden, Faversham, Kent Farmer Canterbury Pet Dec 5 Ord Dec 5

OXLEY, WILLIAM, the younger, Heckmondwike, Woollen Manufacturer Dewsbury Pet Nov 1 Ord Dec 5

PERRYMAN, JOHN JAMES, Old Windsor, Builder Windsor Pet Dec 5 Ord Dec 5

PETERSON, PETER, Manselton, Swansea, Grocer Swansea Pet Dec 4 Ord Dec 4

PITT, GEORGE, East Grinstead, Wilts, Farmer Salisbury Pet Nov 29 Ord Dec 5

SEAWELL, THOMAS SAMUEL, CHARLES EDWARD KERSHAW, and FREDERICK WARREN, Villiers st, Strand, Auctioneer High Court Pet Oct 15 Ord Dec 6

SINCOCK, ELIZABETH HANNAH VIVIAN, Cheltenham, Lodging house Keeper Cheltenham Pet Nov 27 Ord Dec 6

TAY, EDWARD JOSEPH, Walsall, Butcher Walsall Pet Dec 1 Ord Dec 5

WALMSLEY, SAM, and JONATHAN LEACH INGLE, Bradford, Engineers Bradford Pet Dec 4 Ord Dec 5

WARBURTON, SARAH GREGORY, Bradford, Manchester, Grocer Manchester Pet Dec 6 Ord Dec 6

WATKINS, ERNEST, Aldermanbury Postern, Manufacturer's Agent High Court Pet Dec 5 Ord Dec 5

SALES OF ENSUING WEEK.

Dec. 10.—Messrs. S. B. CLARK & SON, at the Mart, E.C., at 2 o'clock, Freehold and Residential Property (see advertisement, Dec. 6, p. 98).

Dec. 18.—Messrs. FIELD & SONS, at the Mart, E.C., at 2 o'clock, Freehold Ground-rent (see advertisement this week, p. 4).

Dec. 18.—Messrs. H. E. FORSTER & CRAWFORD, at the Mart, E.C., at 2 o'clock, Leasehold Residence and Share in Freehold Estates (see advertisement, Nov. 24, p. 4).

LAW.—Great Saving.—Abstracts Copied at Sixpence per sheet: Drafts, Costs, and Briefs One Penny per folio; Deeds Engrossed Three Half-pence per folio.—KERN & LAXMAN, 8, Chichester-rows, by 54, Chancery-lane, W.C.

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SOLICITORS' GOWNS.
 Law Wigs and Gowns for Registrars, Town
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